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Defe 3990 P.O Colu	) E. B . Box imbus al Adi	upply road S 16704 s, OH ninist	CODE Center Columbus St. 43216-5010 rator: PPPLC09 (614)692-734 Julett@dla.mil	SP0700 7 /FAX: (614)692-	4759	-	S051 6230 818 VAN	2A DCMC VAN NU 267-2000	C VAN NUYS YS BLVD A 91401-27	S	S051	A
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(X)	J SEC.	1	PART I - THE SCHEDU	LE	I AGE(3)	(//)	SEC.			NTRACT CLAUSES		TAGE(B)
X	A	SOLIC	CITATION/CONTRACT FORM		1	Х	I	CONTRACT	CLAUSES			7
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19A. N	IAME A	AND TIT	TLE OF SIGNER (Type or print)					CONTRACT	TING OFFICER			
19B. N	AME O	F CONT	TRACTOR	19C. DATE SIGNED				TATES OF A		20C	DATE SIGNE	ļ <del></del>
ву			e of person authorized to sign)			ву. 3	sell	u.R:-	Jill a Jontracijng Offic	er)	SEP 26	2003
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CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED SP0700-03-D-9766	PAGE 2 OF 7	
NAME OF OFFEROR OR CO	NTRACTOR PTI TECHNOLOGIES INC		

- Section B
- 1. This is an indefinite quantity contract. Supplies shall be ordered by the issuance of calls against the basic contract.
- 2. Price: See Section B for Prices.
- 3. Delivery: See Section B for deliveries.
- 5. This contract is for a one year period beginning 30 Sep 2003. It may be extended for an additional 4 years in yearly increments. See Section B for option years pricing.
- 6. The minimum contract dollar amount of \$8,992.00 has been reserved and will be released as delivery orders written against the terms of the basic contract.
- 7. Administrative office in block 6 of the SF26 is for all delivery orders \$100,000.00 and over and those requiring origin inspection. All other orders and the Basic Contract will be administer by Defense Supply Center Columbus, 3990 E. Broad St., Columbus OH 43216-5000 (SC0700).
- 8. Administrative office in block 12 of the SF26 is for all delivery orders valued over \$100,000.00. For all other orders the payment office will be DFAS Columbus Center, ATTN DFAC CO TLSCAA CONSTRUCTION, 3990 E Broad St., P.O. Box 182317, Columbus OH 43218-2317 (Code 16 for origin inspection and Code 12 for destination inspection).
- 9. The following order numbers may be used by the respective Inventory Control Points when placing orders under this basic contract

Defense Supply Center Columbus(wpn sys)	SP0700-03-D-9766
Defense Supply Center Columbus(commodities)	SP0900-03-D-9766
Defense Supply Center Richmond	SP0400-03-D-9766
Defense Supply Center Philadelphia	SP0500-03-D-9766

- 10. Notice to Vendor, DFAS and DCMA: DSCC and its related organizations, DSCP and DSCR, are transitioning to a new suite of business software called Business Systems Modernization (BSM). Because of this transition, delivery orders issued for some NSNs under this contract will contain information, which will be different from current practices. The applicable NSNs are 4330009174218 and the differences are as follows:
  - The delivery order number will vary by one digit for orders issued in the BSM system. The third digit in the order number will be an "M".

    Non-BSM order for Defense Supply Center Columbus(wpn sys): SP0700-03-D-9766-0001

    BSM order for Defense Supply Center Columbus(wpn sys): SPM700-03-D-9766-0001
  - The payment office for BSM orders will be DFAS Columbus Center, DFAS-BVDP, P. O. Box 182317, Columbus, OH 43218 (Code SL4701)
  - The Accounting and Appropriation cite used by BSM orders is 97X4930 5CBX 001 2630 S33150

Vendors need to ensure they use the above information, which will be on the actual delivery order when invoicing or referencing the order.

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4 OF 17

## CONTINUATION SHEET

SP0700-03-D-9766

DSCC NOTE - PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION: Unless otherwise stated in the remarks section of this contract/order, the payment information contained in the CCR has precedence over any other payment information that may be printed in the Remittance Address field of this contract/order.

A05 - DPACS / PD2 Notice (DSCC 52.204-9C04) (APR 2002)

#### CLIN Numbering Change

This is to inform you that the CLIN numbering sequence in this award is changed for administrative reasons only and does not change the price, delivery, or any other terms and conditions.

#### NOTICE

A06 - DELIVERY INSTRUCTIONS FOR NEW CUMBERLAND, PA and TRACY, CA (DSCC 52.211-9C41) (OCT 2000)

It is the contractors responsibility for requiring carriers to telephone the Consignee's Transportation Officer (Transport Control/Prelodge Desk) at least 24 hours prior to delivery of freight shipments (other than small parcels) and bills of lading must be annotated to reflect this requirement.

Carriers may experience delays if notification requirements

DDSP New Cumberland Facility Phone: (717) 770-6969 New Cumberland, PA

Defense Distribution Depot San Joaquin Stock, Warehouse 10 - Phone (209) 839-4307 CCP, Warehouse 30 - Phone (209) 839-4518 Tracy, CA

#### SECTION D

#### DO6 - EXPEDITED HANDLING SHIPMENTS (DSCC 52.211-9C15) (JUN 2002)

- (1) The Contractor will mark all 'expedited handling' shipments with identifying labels. 'Not Mission Capable Supply' (NMCS) formerly (NORS) condition '999' shipments shall be marked with two 999 Labels on each container. For NMCS conditions other than 999, containers shall be marked with two NMCS (formerly (NORS) labels. Tags shall be used when labels are impractical. Place one label adjacent to the address and the other label on the opposite side of the container. Use the largest labels that will fit. (1) The Contractor will mark all 'expedited handling
- (2) When shipping overseas by freight, a DD Form 1387, Military Shipping Label (see D07, DSCC 52.211-9C18) is required. Enter the code '999' or 'NMCS' as applicable in the required delivery date (RDD) block, and insert a large '1' in the box entitled Trans Priority.
- (3) Method of shipment will be in accordance with Clause F05 (DCC 52.247-902) or F06 (DSCC 52.247-9C03).

#### D07 - LABELS (JUL 2001) (DSCC 52.211-9C18)

DD Form 1387, Military Shipment Labels, are required for all overseas shipments to water or air terminals and Consolidation and Containerization Points and must be used in accordance with 4.3 of MIL-STD-129N. Although use of the DD Form 1387 is not required, it is preferred for shipments to CONUS locations as well (Labels are not required for Parcel Post shipments to any destination.) A copy of the DD Form 1387 may be downloaded at www.dscc.dla.mil/Offices/Packaging/Forms.html.

#### DO8 - SHIPPER'S DECLARATION FOR DANGEROUS GOODS (MAR 2002) (DSCC 52,211-9C20)

Any item that contains dangerous material which by virtue of its properties is flammable, corrosive, combustible, its properties is flammable, corrosive, combustible, explosive, toxic, radioactive, unduly magnetic, or which contains oxidizing agents or is otherwise hazardous shall not be offered for transportation by military air until properly packed and marked in accordance with military publication Preparation of Hazardous Materials for Military Air Shipment, AFM 24-204/TM 38-250/NAVSUP PUB 505/MCO P4030.19H, DLAI 4145.3. A Shipper's Declaration for Dangerous Goods shall be prepared and affixed to each package in accordance with MIL-STD-129N and the military publication

cited above.

#### D14 - PALLETIZATION REQUIREMENTS (DSCC 52.211-9C01) (JUL 2002)

Shipments of identical items packed in four or more shipp ng containers exceeding a total of 48 cubic feet per destina io shall be palletized except when the shipping containers a required to be skidded or a quantity of four shipping containers per pallet exceeds the size or weight limitations for palletized loads. Complete information concerning requirements for palletization can be found at:

//www.dscc.dla.mil/downloads/packaging/dc1636p001.doc

#### SECTION E

INSPECTION OF SUPPLIES-PIXED PRICE (PAR 52.246-2) (AUG 1996)

#### E03 - INSPECTION AT ORIGIN (DSCC 52.246-9C01) (JUN 2001)

- (a) Inspection for compliance with contract requirement will be performed at origin by an authorized Government inspector.
- (b) Inspection prior to shipment will be based on the following:
- (1) For CLIN(S) described by a Military or Federal specification or purchase description contractor must present evidence showing compliance with all contract and
- specification requirements including preparation for delivery.

  (2) For CLIN(S) described by manufacturer's name/code and

part number,

(i) Contractor must present evidence of performance of all quality assurance requirements specified in the contract and assure that item will serve its intended purpose by performing examinations and tests to determine (A) performing examinations and tests to detail the completeness of item, (B) absence of rust, contamination, deterioration, (C) correct identification, (D) absence of damage, and (E) compliance with preparation for delivery, the contractor is not the manufacturer of the supplies, evidence must be furnished to establish that the supplies

produced by the manufacturer.

(ii) The word 'manufacturer' means the actual
manufacturer of each CLIN. The QAR may require that evidence
be furnished establishing the name and address of the plant that manufactures each CLIN to assure that a domestic projuct

is being supplied.
(3) For CLIN(S) designated as Former Government Surpl (whether described by manufacturer's name/code and part number, or by Military or Federal opecification or drawin); the original package markings of each item shall be verified to previous Government contract number and part number (as specified in DLAD Clause 52.211-9000, Section I of the award Any deviation from this number shall be cause for rejection of the item.

Note: Additional inspection requirements may be required, based on the evaluation of the surplus offer, by the procuring activity. Such additional requirements, if necessary, will be identified before the award.

(c) Inspection Points:

SUP	PLIES
121	Came

Same as Offeror Applicable to CLIN(s):

, ,	other	(CAGE,	Name,	prieer	Muuress,	CICY,	State	unu
lip	Code)							

Applicable to CLIN(s):

	Contract Number:	ct Number:							
CONTINUATION SHEET		SP0700-03-D-9766 6							
	warranty within one ye contractor of the opti to take action accordi: this warranty shall be the contract.	on exercised, and requ ngly. Any disputes as	uire the to the b isputes c	contro reach clause	of of				
Applicable to CLIN(s):	by paragraph 5.2.7, MI Military Marking'.  (c) The rights he	L-STD-129(n), 'Standar reby provided the Gove	rd Practi ernment s	ce fo: shall	not				
PACKAGING	be affected by other c inspection and accepta limit any rights of th contract.	lauses concerning the nce and are in additio	conclusi on to and	venes:	e or dt				
(X) Same as Offeror Applicable to CLIN(s):	E31 - REPACKAGING BEFO (DSCC 52.246-9C36) (AU	RE VENDOR NOTIFICATION G 1999)	N						
( ) Same as above	SECTION F								
( ) Other (CAGE, Name, Street Address, City, Stat Zip Code)	e and FO2 - VARIATION IN QUA	NTITY (FAR 52.211-16)	(APR 198	14)					
	(b) 0 Percent 0 Percent								
	This increase or	decrease shall apply t	to:						
	F04 - POINT OF CONTACT (DSCC 52.247-9C04) (JA		NSTRUCTIO	)NS					
Applicable to CLIN(s):	(a) DCMA Administered Officer at the adminis	Orders: Contact the C tering DCMA location.	Transport	ation					
	Telephone (614) Telephone (614) Telephone (614) (COLLECT CALLS (2) Shipping Instructhe form found at Atta	: 3990, Columbus, OH 4: 692-2175 692-7038 ('S9C' - Con 692-7039 ('S9E' - El WILL NOT BE ACCEPTED) ctions must be request chment 1 of the DSCC!	nstruction ectronics ted by conster Master simile to	on) s) omplet	l				
Applicable to CLIN(s):	614-692-3703/6905. A your request. The DS http://DIBBS.dscc.dla.	CC Master solicitation	n is loca	iclude ited a	ed in				
E04 - ACCEPTANCE AT ORIGIN (DSCC 52.246-9C02) (NO	1995)								
Acceptance will be performed by an authorized Gov Representative at origin. The point of acceptanc point of last inspection before shipment unless o indicated by the offeror.	will be the								
NOTE: For contracts awarded on F.O.B. Destinatio contractor must comply with FAR 52.247-48, FOB De	tination (Jun 1990)	TRUCTIONS (DLAD 52.22)	5-9002)						
-Evidence of Shipment, in order for payment to be to receipt of the supplies at destination. Contra commercial items awarded under Part 12 procedures	ts for Applicable to CLINS Al	.1							
accordance with the requirements of 52.212-5.	F19 - TIME OF DELIVERY	(DSCC 52.211-9C14) (	MAR 2001)	)					
E08 - INSPECTION AT DESTINATION (DSCC 52.246-9C05 (NOV 1995)	applicable TIME OF DEL solicitation or see Am	LIVERY clause in Section of the Number	this awar on F of t	tne	Se:e				
E09 - ACCEPTANCE AT DESTINATION (DSCC 52.246-9C06 (NOV 1995)	additional information  DELIVERY SCHEDULE <b>SC</b> CLIN(s) QUANTITY	e Section D							
E15 - CERTIFICATE OF CONFORMANCE (FAR 52.246-15)	PR 1984)								
E21 - WARRANTY - ACCEPTANCE OF SUPPLIES (DSCC 52. (FEB 2003)									
This clause is applicable when surplus materials	Liquidated Damages ( ) re accepted nce (FAR NOTE: ACCELERATED DE			ED AT	10				
(DLAD 52.211-9000), when a Certificate of Conform 52.246-15) supports or forms the basis for accept supplies at origin by the Government, or when accept performed by the Government at destination.	nce of ADDITIONAL COST TO THE ptance is	E GOVERNMENT.							
(a) The contractor warrants for a period of the supplies at time of delivery conform to all of	ntract	ATION (FAR 52.247-34)	(NOV 1993	1)					
requirements. If this warranty is breached, the its option may (1) reject the supplies and require contract price; or (2) require contractor at its	expense to								
repair or replace the supplies; or (3) repair or	ncurred; or	T ADMINISTRATION OFFI		.1106	(1)				
(4) retain the supplies and require an equitable the contract price. The Government shall mail or furnish notice to the contractor of the breach of	otherwise the Contract Administr	ts - In accordance wit ration Office may at a Administrative Contrac	any time :	initia	aj:e a				
	CONTINUED ON NEXT PAGE	\$							
1									

## PAGE Contract Number: **CONTINUATION SHEET** SP0700-03-D-9766 dtd \*\*/\*\*/\*\* Encl # Inventory Control Manager (ICM) of any potential or actual delay in performance. dtd \*\*/\*\*/\*\* Encl # Address for ICM is as follows: \*\*/\*\*/\*\* Encl # (X) DLA, Defense Supply Center Columbus Encl # P.O. Box 16704 ATTN: DSCC- PLC Columbus, OH 43216-5000 \*\*/\*\*/\*\* Encl # dtd dtd \*\*/\*\*/\*\* Encl # b. Guaranteed Maximum Shipping Weights or Dimensions DLAD 52.247-9000 is not applicable. J03 - NOTICE TO CONTRACTORS AND DEFENSE FINANCE AND ACCOUNTING SERVICES (DFAS) -- Sections K, L, and M, will be deleted from any resulting award per FAR 15.204-1. There ore, the page numbers indicated on the front of the award and in the last page of the Continuation Sheet will not reflect the actual number of pages in the award document. () c. This award has been made on the basis of Guaranteed Maximum Shipping Weights or Dimensions, DLAD 52.247-9000, as specified. Take action in accordance with DLAM 8105.1, Section 19-100.3, if it becomes evident that the guaranteed shipping characteristics will be exceeded, or if the contractor tenders delivery of less than the minimum size shipments specified, in order that action may be taken to addust the contract price adjust the contract price. CLIN(s) Notice to Transportation Officer of the CAO. The commodity descriptions used in the evaluation of freight costs for this award are: () e. Economic Price Adjustment (EPA): In accordance with FAR 42.302-(b)(7) total responsibility for effecting Economic Price Adjustments, is delegated to the ACO, conditioned on securing funds from DSCC Contract Administration Office. This responsibility also includes downward adjustments when warranted. DSCC will not review be adjusted to the ACO. decisions to adjust prices in accordance with EPA clause. f. Part IV of the solicitation has been retained in the contract file in accordance with FAR 14.201-1(c) and FAR 15.406-1(b). SECTION H H-09. ELECTRONIC INVOICING (DSCC 52.232-9C04) (OCT 2000) This contract will require the offeror to transmit all invoices electronically. This involves entering into a Trading Partner Agreement with DFAS-Columbus, where the offeror must first register with DFAS-CO, and then go through a testing process before actual live invoices will be accepted for payment. Vendors may invoice electronically either by using a Value Added Network, or by using the DFAS Web Invoicing System (WInS). For detailed information concerning electronic invoicing applications, EDI transaction sets, and ANSI X12 standards that are currently being used, the offeror should call the EDI Office at DFAS-CO, telephone 614-693-6868 or 614-693-5627.

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https://ecweb.dfas.mil

This above site is for DFAS-CO Web based Invoicing System (WIns). Look under the Help Button for 'These are your Web Invoice Test Partners'

Wendor may also visit the following DFAS Web Sites to learn more about Electronic Invoicing:

http://www.dfas.mil

Under the topic of Electronic Commerce there is a description of all DFAS EDI Initiatives.

104 - Y2K COMPLIANCE NOTICE (DLAD 52.239-9000) (JUN 2002)

177 - NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (DFARS 252.247-7024) (MAR 2000)

#### SECTION J

JO2 - LIST OF ENCLOSURES MADE A PART OF THIS CONTRACT:

dtd \*\*/\*\*/\*\* Encl #

E-MAIL 2+d 07/10/03 Ercl #1

		ACT/ORL FOR			EMS	1. REQUISI	TIL .	MBER			PAGE 1	OF 3	\$
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7. FOR SOLIC		a. NAME Bob Busche	•			614) 69			ollect	calis)	8. OFFI	R DUE D AL TIME M 8, a	ATE.
. ISSUED BY		CODE	SC0700	10. THIS	ACQUISIT	TION IS		11. DELIV	TION U	INLESS		COUNT	
Defense Sup	ply Center Colu	mbus		×	NRESTRIC	TED		BLOCK IS	MAR	KED	-		
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	OH 43216-5009							RI	Q		IFB	<u>, M</u>	RFF
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												,	
a. CONTRACTO	R/ CODE	FACILITY		18a, PAY	MENT WI	LL BE MADE BY	′				CODE		
PTI Technol	ogies Inc.	CAGE CODE: 052	228										
501 Del Nor	te Blvd.												
Oxnard, CA	93030 805-	604-3707											
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27a. SOLICITA	TION INCORPORATES	BY REFERENCE FAR 52.212	-1, 52.212-4. FA	R 52.212-3	3 AND 52.	212-5 ARE AT	TACHED	. ADDEND	A >	ARE	ARE	NOT AT	TACIJED.
27b. CONTRAC	CT/PURCHASE ORDER	INCORPORATES BY REFEREI	NCE FAR 52.212-	4. FAR 52	.212-5 IS	ATTACHED. A	DDEND	A ARI		ARE N	OT ATTA	HED.	
B. CONTRACTOR	IS REQUIRED TO SIGN	THIS DOCUMENT AND RET	URN One (1)			AWARD OF CO	ONTRAC	T: REFERE		VOUD C	FFFR ON	OLIOTA	DFFER
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41a, I C	ERTIFY THIS ACCOUN	T IS CORRECT AND PROPER	FOR PAYMENT										
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Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405.

OMB No.: 90000-0136 Expires: 09/30/93

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NOTE: Information contained in Addenda may supplement FAR/DFARS/DLAD clauses and provisions

CLAUSES AND PROVISIONS ARE NOT IN ORDER. PLEASE READ SOLICITATION IN ITS ENTIRETY.

STANDARD FORM 1449 (EG) (10-95) BACK

CONTINUATION SHEET	REFI	NCE NO. OF DOCUMENT BEING C SP0700-03-R-4150	TINUED	PAGE 3 of 3	>
NAME OF OFFEROR OR CONTRACTOR					

**Continuation of SF 1449** 

# PLEASE NOTE THAT SECTIONS B THROUGH M ARE NOT IN CHRONOLOGICAL ORDER PLEASE READ SOLICITATION IN ITS ENTIRETY

#### SECTION A - GENERAL INFORMATION

- 1. The purpose of this solicitation is to establish an indefinite quantity contract for the supplies listed in Section B that will provide edverage for military customers in the continental United States (CONUS), military customers outside of the continental United States (OCONUS) and Foreign Military Sales (FMS). The scope of this long-term initiative is to cover various types of Filters. Currently, the acquisition on y consists of NSNs managed by DSCC but the potential exists to add NSNs managed by DSCP and DSCR. Orders will be issued for stock main tenance and for non-stock on some items until demands increase to warrant the NSN to be stocked. The non-stock items are identified by a supply status code (SSC) of "3" on the Section B spreadsheet. Orders will be issued using Electronic Data Interchange (EDI); see Clauses H-09 and H-13. Please do not forget to return the completed Section B spreadsheet by diskette and the completed RFP to the DSCC bid room by the closing date/time specified on the face of the solicitation. If you do not have a Section B diskette, please download this information from the file located on the Internet at http://dibbs.dscccols.com/Rfp.
- 2. The following method will be used to place orders under the contract(s):

#### Delivery Orders Placed By DLA Inventory Control Points (ICPs)

Any Defense Logistics Agency (DLA) Inventory Control Point (ICP) listed below may issue delivery orders to the awardee for the supplies cited in Section B. The orders may be issued using Electronic Data Interchange (EDI) or in writing. EDI invoicing will be mandatory. The Defense Supply Center Columbus (DSCC) will administer the basic contract but each ICP will issue and administer its own delivery orders. The participating ICPs at this time are:

Defense Supply Center, Columbus, OH (DSCC) – (SP0700)

At a future date other Government agencies may order under the resulting contract(s).

3. The proposals received in response to this solicitation will be evaluated under "Best Value" procedures as described in Section M.

#### SECTION B - SCHEDULE OF SUPPLIES

- 1. This solicitation is for the acquisition of items that are in accordance with Government specifications/drawings and part-numbered manufactured by numerous original equipment manufacturers (OEMs). All NSNs are available for download under the "Acquisition Download" menu item on the DSCC Internet Bid Board Systems (DIBBS) under subject heading "DSCC Corporate Contract Solicitations". Access is directly available by accessing http://dibbs.dscccols.com. Access is also available via the World Wide Web (www) at http://www.dscc.dla.mil/programs/corporate contracts/cc.asp. Award will be made on an all or none basis per NSN for the supplies covered under this solicitation.
- 2. The supplies covered by this solicitation are listed on an excel spreadsheet or on the enclosed diskette. Each offeror must clearly identify the diskette with name and cage code and return the completed diskette with offer. Those offeror's obtaining the solicitation from the DSCC website will find the spreadsheet on the website as an attachment. Any problems experienced downloading either the RFP or the spreadsheet should be directed to the Small Business Office on (614) 692-3735. The spreadsheet/diskette consists of the following:

CONTINUATION SHEET	REFE	NCE NO. OF DOCUMENT BEING C. SP0700-03-R-4150	FINUED	PAGE	
NAME OF OFFEROR OR CONTRACTOR					
Continuation of SF 1449					
SECTION B - SCHEDULE OF S	SUPPLIES (	CONTINUED			

a. Government's Requirements: (Sample)

								Required	DPAS		Cage		
CMA	NSN	บเ	AMSC	PIC	QCC	SSC	ADQ	Delivery	Rating	Nomenclature	Code	Part Number	
S9C	1005-00-423-4282	EA	В	2	200	Α	126	60	DO A5	PLATE HUB AZIMUTH	19204	8437167-8	
S9C	1005-00-600-8889	EA	G	1	200	1	1063	90	DO A3	SWIVEL,SLING,SMALL		Drawing and/or Specification	Applicable

- (1) CMA Current Managing Activity: This indicates which ICP is currently managing the NSN. S9C and S9E indicates DSCC Columbus, S9G indicates DSCR Richmond and S9I indicates DSCP Philadelphia.
  - (2) NSN National Stock Number
  - (3) U/I Unit of issue
- (4) AMSC Acquisition Method Suffix Code: AMSCs of "G" indicate a drawing and/or specification is applicable. AMSCs of "T" indicate a qualified products list (QPL) is applicable. All other AMSC codes are indicative of part numbers; however, NSNs with a Government cage code identified are source controlled and/or are for reference only.
- (5) PIC Place of Inspection: A "1" or "C" designates origin inspection and Clauses E03, E04 and E18 are applicable. A "2" designates destination inspection and Clauses E08 and E09 are applicable.
- (6) QCC Quality Control Code: Designates the quality requirements for each NSN whereby the table below indicates which quality clauses apply based on the QCC code:

OCC Codes	Applicable Clauses/Provisions
100 and 200	E03/E04 or E08/E09 (depends upon PIC code)
260	E16
300	E14a
310	E14a, I43 and I43a

Note: QCC code 280 designates multiple quality requirements and is defined by the PIC code.

- (7) SSC Supply Status Code: A "1" or "A" designates the item is stocked and "3" designates the item is non-stock. Note that those NSNs coded "3" are currently non-stock and will change to a "1" or "A" as demands increase.
- (8) ADQ Annual Demand Quantity: This represents the estimated annual demand quantity for each NSN. These numbers are based on the best projections available at the time of this solicitation and are subject to change.
- (9) Government's Required Delivery This is the Government's required delivery and is reflected in calendar days (delivery will be based on date of award/order and not on receipt of award/order).
  - (10) DPAS Defense Priority Allocation System This is a rating assigned to each NSN; see Provision L01.
  - (11) Nomenclature: Name of the item
  - (12) Cage Code and Part Number: Approved source's Cage and part numbers for each NSN (for code and part number item only)

CONTINUATION SHE	ET	REFERENCE NO		CUMENT BEING CONTINUED 700-03-R-4150		PAGE 5	OF 3	2
NAME OF OFFEROR OR CONTRA	CTOR							
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Continuation of SF 1449	<u></u>							
<del>-</del>								
SECTION B - SCHEDUL	E OF SUF	PLIES CONTINU	<u>ED</u>					
b. Contractor's Proposa	l: (Sample)	)		•				
					<del></del>			
	Offeror's	Offeror's	Hazardous		i			
	Unit Price	Proposed Delivery	Code	Remarks				

- (1) Offeror's Unit Price: Offerors are to annotate the prices that will be charged to the Government for each NSN. Prices are to be based on the estimated annual demand quantity (ADQ) as provided. These numbers are based on the best projections available at the this solicitation and are subject to change. It is important to note that those NSNs with ADQs of zero; however, do not necessarily have zero demands. They may in fact be items recently assigned to DSCC, or items for which historical data is otherwise incomplete or unavailable, or items for which the Government has no recurring demands and therefore cannot forecast any realistic estimates. Offerors are encouraged to submit offers consistent with quantities reflected in their own historical data where available. Prices shall include transportation costs (F.O.B. destination including FMS) to any destination, preparation for delivery charges and all applicable taxes. Offerors must also indicate the part number being offered for those NSNs coded with an AMSC code other than "G" or "T" by placing the proposed unit price next to the applicable part number. Any alternate offers or exceptions shall include information in the column titled "Offeror's Remarks". Documentation on all alternate offers must be submitted with your offer; see Provision L19.
- (2) Proposed Delivery: Offerors should indicate their offered delivery after reviewing the Government's required delivery. Dfferors are to annotate their proposed delivery on the spreadsheet under the column titled "Offeror's Proposed Delivery". In those cases where no delivery is annotated, it will be assumed that the Government's required delivery is acceptable. Note that delivery is an evaluation factor and preference may be given for offers with delivery schedules shorter than or less than the required delivery.
- (3) Hazardous: Requires input of one of the following Hazardous Label Codes for each NSN offered. If the item is not hazardous, leave blank.
  - A Hazard Communication Standard
  - B Federal Insecticide, Fungicide and Rodenticide Act
  - C Federal Food, Drug, and Cosmetic Act
  - D Consumer Product Safety Act or Federal Hazardous
  - E-Federal Alcohol Administration Act
  - N Hazardous Warning Label not required
  - (4) Remarks: Offerors should indicate any other relevant information regarding part numbers, item descriptions, unit of issue, etc.

#### 3. Pricing

a. Unit price shall be based on F.O.B. destination to any location in the continental United States, Overseas and FMS (Foreign Military Sales). Note that fast payment procedures are now acceptable for FMS items when inspection and acceptance is at destination. OCO VUS and FMS will be shipped to a CONUS shipping location (CCP – Container Consolidation Point or freight forwarder). Prices should be based on the estimated annual demand quantity. Again, those NSNs with an ADQ of zero do not necessarily have zero demands. They may be items recently assigned to one of the supply centers, or items for which historical data is otherwise incomplete or unavailable.

Continuation of SF 1449  SECTION B – SCHEDULE OF SUPPLIES CONTINUED  b. First Article Test Requirements: CLIN 9907 Contractor First Article Test (including test report) – The quantity "1 TE" (test) sign test requirement. See Clauses 143 and 143a for information concerning the FAT requirement and test report. Offers that do not cite a process of the process of the FAT. In the event the FAT requirement and test report. Offers that do not cite a process of the FAT. In the event the FAT requirement and test report. Offers that do not cite a process of the FAT. In the event the FAT requirement and (b) of Clause 143:    CMA	CONTINUATION SHEE	T REFF	NCE NO. OF DOCU SP070	JMENT BEING C 0-03-R-4150	TINUED	PAGE	of <b>}</b> {
b. First Article Test Requirements: CLIN 9907 Contractor First Article Test (including test report) – The quantity "1 TE" (test) sign test requirement. See Clauses 143 and 143a for information concerning the FAT requirement and test report. Offers that do not cite a process of the CLIN 9907 below shall be evaluated under the assumption that there is no separate charge for the FAT. In the event the FAT requirement waived, no award will be made for CLIN 9907. The below information identifies the NSN(s) and the applicable information to paragraph and (b) of Clause 143:    NSN   Number of Units   Number of Days   Price/Charge	NAME OF OFFEROR OR CONTRAC	TOR					
b. First Article Test Requirements: CLIN 9907 Contractor First Article Test (including test report) – The quantity "1 TE" (test) sign test requirement. See Clauses 143 and 143a for information concerning the FAT requirement and test report. Offers that do not cite a per CLIN 9907 below shall be evaluated under the assumption that there is no separate charge for the FAT. In the event the FAT requirement waived, no award will be made for CLIN 9907. The below information identifies the NSN(s) and the applicable information to paragraph and (b) of Clause 143:    CMA	Continuation of SF 1449			1.2.1.2	· · · · · · · · · · · · · · · · · · ·	<u> </u>	
b. First Article Test Requirements: CLIN 9907 Contractor First Article Test (including test report) – The quantity "1 TE" (test) sign test requirement. See Clauses 143 and 143a for information concerning the FAT requirement and test report. Offers that do not cite a proclin 9907 below shall be evaluated under the assumption that there is no separate charge for the FAT. In the event the FAT requirement waived, no award will be made for CLIN 9907. The below information identifies the NSN(s) and the applicable information to paragraph and (b) of Clause 143:    CMA		OF SUPPLIES CO	ONTINUED				
CMA NSN Number of Units Number of Days Price/Charge  89C 2910-00-152-2033 3 60  c. Packaging will be in accordance with that shown in Section D, Clause D12. Any associated costs should be included in the offer proposed unit price.  d. Option Years (See Clause I41): The offeror must specify below the percentage of decrease, increase or state "none" for the option pricing. If the offeror fails to do so, the offer will be evaluated with no additional charge and the offeror agrees, in the event of award to perform the resulting contract without additional cost for each of the four option years. The percentage of increase quoted by the offero added to the first year pricing for the first option year and each subsequent option year percentage will be added to the previous year to a price.  Option Year 1 Minus / Plus 1000	test requirement. See Clauser CLIN 9907 below shall be ev waived, no award will be mad	s I43 and I43a for in valuated under the as	formation concerning the sumption that there is no	e FAT requirement ar separate charge for t	nd test report. Offe he FAT. In the eve	rs that do nent the FAT	ot cite a pr requiren
c. Packaging will be in accordance with that shown in Section D, Clause D12. Any associated costs should be included in the offero proposed unit price.  d. Option Years (See Clause I41): The offeror must specify below the percentage of decrease, increase or state "none" for the option pricing. If the offeror falls to do so, the offer will be evaluated with no additional charge and the offeror agrees, in the event of award, to perform the resulting contract without additional cost for each of the four option years. The percentage of increase quoted by the offero added to the first year pricing for the first option year and each subsequent option year percentage will be added to the previous year to a price.  Option Year 1 Minus / Plus None Work Option Year 3 Minus / Plus None Work Option Year 2 Minus / Plus None Work Option Year 4 Minus / Plus None		T NON	I Nombre of Unite	Number of Days	Price/Chor	70	
c. Packaging will be in accordance with that shown in Section D, Clause D12. Any associated costs should be included in the offer proposed unit price.  d. Option Years (See Clause I41): The offeror must specify below the percentage of decrease, increase or state "none" for the option of the option. If the offeror falls to do so, the offer will be evaluated with no additional charge and the offeror agrees, in the event of award, to perform the resulting contract without additional cost for each of the four option years. The percentage of increase quoted by the offeror aprice.  Option Year 1 Minus / Plus					Trice/Citary	3C	
c. Packaging will be in accordance with that shown in Section D, Clause D12. Any associated costs should be included in the offeror proposed unit price.  d. Option Years (See Clause I41): The offeror must specify below the percentage of decrease, increase or state "none" for the option pricing. If the offeror falls to do so, the offer will be evaluated with no additional charge and the offeror agrees, in the event of award, to perform the resulting contract without additional cost for each of the four option years. The percentage of increase quoted by the offeror agrees, in the event of award, to perform the resulting contract without additional cost for each of the four option years. The percentage of increase quoted by the offeror agrees.  Option Year 1 Minus / Plus	L						
Option Year 2 Minus / Plus	dded to the first year pricing price.	for the first option	year and each subsequen	t option year percents	ige will be added to	the previo	ous year to
e. Surge and Sustainment Requirements: The NSNs listed on the following pages have been designated as surge items. The individual quantity requirements for each month are identified as well as the total six-month requirement per NSN. "Surge Support" is one of the evaluation factors; therefore, offerors are required to comply with the specific clauses/provisions in order to be considered for award.  Are any or all of the items identified readily available? Yes No No NOTE: The commercial nature of an item, in and of itself, is not an adequate rational for concluding an item is readily available.  If Yes, see DLAD 17.9303 and complete the questions that follow.	Option Year 1 M	inus / Plus <u>None</u>	% C	Option Year 3 Minu	is / Plus <u>None</u>	%	
quantity requirements for each month are identified as well as the total six-month requirement per NSN. "Surge Support" is one of the evaluation factors; therefore, offerors are required to comply with the specific clauses/provisions in order to be considered for award.  Are any or all of the items identified readily available? Yes No  NOTE: The commercial nature of an item, in and of itself, is not an adequate rational for concluding an item is readily available.  If Yes, see DLAD 17.9303 and complete the questions that follow.	Option Year 2 M	inus / Plus	% C	Option Year 4 Minu	us / Plus <u>Non</u> e	%	
NOTE: The commercial nature of an item, in and of itself, is not an adequate rational for concluding an item is readily available.  If Yes, see DLAD 17.9303 and complete the questions that follow.	quantity requirements for eac	h month are identifi	ed as well as the total six	k-month requirement p	er NSN. "Surge S	upport" is	one of the
	Are any or all of the items i NOTE: The commercial nat	dentified readily avure of an item, in an	vailable? Yes d of itself, is not an adec		luding an item is re	eadily avail	able.
If No, specify which NSNs are not readily available and refer to Clause H15, Provisions L40 and M34.	If Yes, see DLAD 17.9303 a	nd complete the qu	estions that follow.				
	If No, specify which NSNs a	are not readily avai	ilable and refer to Clau	se H15, Provisions I	40 and M34.		
I.							

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#### Continuation of SF 1449

#### SECTION B - SCHEDULE OF SUPPLIES CONTINUED

For NSNs not readily available:

CLIN 6000 – Surge and Sustainment Requirement: NOTICE TO OFFERORS: CLIN 6000 is the surge quantity that may be ordered by the Government in a military contingency. The Government is not obligated to order any of the surge quantities and the contractor should not ship such quantities without receipt of an order clearly designated for surge quantities. The surge quantity requirements are identified on the following pages. The offeror must specify the percentage of price increase for surge quantities or state "none". If the offeror fails to do so, the offeror will be evaluated with no additional charge for surge quantities.

Surge Support

Plus None %

CLIN 6001 – Capability Assessment: Cost, if any, that the contractor would incur in complying with the requirement to conduct a surge validation plan. If none, state "none". Reference Clause H15 and Provision L40.

\$ None

CLIN 6002 – Investment Costs: Investment costs, if any, to execute the surge plan otherwise state "none". Reference Clause H15 and Provision L40.

See affached

5 heefs

#### For NSNs that are readily available:

## Surge and Sustainment (S & S) Requirements - DLAD 17.9303

Surge and sustainment (S & S) capability is defined as the ability of the contractor to meet increased quantity/accelerated delivery requirements, using supplier base capabilities, in support of a broad spectrum of possible contingencies. This ability includes both a capability to rainp-up quickly to meet early requirements (i.e., surge), as well as to sustain an increased pace throughout the contingency(s) (i.e., sustainment). The spectrum of possible contingencies includes major theatre warfare and smaller-scale contingency operations. The increased quantity/accelerated delivery requirements are those above and beyond normal peacetime requirements.

The S & S capability defined above refers to an overall capability. Throughout the life of the contract, there may be multiple contingencies (some of which may be simultaneous), each of which involves a ramp-up (i.e., surge) and sustainment period. The capability level defined above encompasses all of these contingencies.

The contractor may be required to conduct S & S tests, or allow the Government to perform S & S tests to validate the S & S capability. These tests may be in the form of paper exercises, simulations, command post exercises, participation in live exercises, participation in Joint Chiefs of Staff (JCS) and Commander- in-Chief (CINC) exercises approved in the DLA Joint Training Plan, or any other methodology that can validate the S & S capability. S & S testing may use (but is not limited to use) the contractor's approved validation plan. Within one week after the test is conducted, the contractor shall submit to the Contracting Officer a validation results report. The validation results report shall clear y describe performance under the test, identify all deficiencies found, and provide a plan of action to remedy those deficiencies.

**NOTE:** CLIN 6003 will be used to identify the cost of the S & S testing. This CLIN will be incorporated after award only if testing is requested.

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CONTIN	UATION SHEET	REFE'	ICE NO. O	F DOCUM SP0700-0	IENT BEIN 3-R-4150	G C	INUED	PAGE 8	of <b>3</b> 8	•
NAME OF OF	FEROR OR CONTRACTOR									
	tion of SF 1449									
	NB-SCHEDULE OF S									
	Sustainment Statement									
1	) What is your rationale Note: Attachments are	for concluding acceptable.	g that the S &	S items are r	readily availat	ble?				
2	Discuss your ability to Note: Attachments are		S requirement	ts through ac	cess to readily	y available	e items.			
								sing S & S zasis	-avi	nte:
3	Note: Attachments are		or, coordinaun	ng distributio	n and transpo	ortauon ser	vices for mee	ung 3 & 3 h	equinomo	no.
Offerors r sufficient	nust then sign below as ac quantities to meet the S &	knowledgeme S requiremen	nt that the iten	ns they have	identified in t	the spread	sheet are read	ily available	and acce	ssible in
-	of Authorized Official	* se	altached	d Shut	6					
Date 12	19/03									
									*	

	С	LIN 6000 - Surge and Susta	inment R	eguireme	nts for S	P0700-03-7	1-450		1
					De	elivery			
CMA	NSN	Nomenclature	30 Days	60 Days	90 Days	120 Days	150 Days	180 Days	Tota
		FILTER ELEMENT, FLUI	13	0	0	0	0	0	
		FILTER ELEMENT, FLUI	0	1	0	1	0	1	
		FILTER ELEMENT,FLUI	3	0	0	0	0	0	1 :
	2520012490430		1	1	1	1	1	1	
		FILTER ELEMENT, FLUI	18	0	0	0	0	0	1:
		FILTER, FEED PRESSUR	1	0	0	0	0	0	H
		FILTER ELEMENT, FLUI	7	1	8	8	8	8	H
		FILTER ELEMENT, ELUI	825	804	899	75	75		275
		FILTER ELEMENT,FLUI	706	1	104	104	104		+
		FILTER ELEMENT, FLUI	451	3	184	180	180	180	4
				0	0	0	0	0	+1
		FILTER ELEMENT, FLUI	1		0	0	0	0	+4
	2910002875474		6	0		<u> </u>	0	0	+
		FILTER ELEMENT, FLUI	19		0	0	17	17	44
		FILTER ELEMENT, FLUI	252	1	17	17			+1
		FILTER ELEMENT,FLUI	7	0			0	0	+4
		FILTER ELEMENT, FLUI	1				0	0	
		FILTER ELEMENT,FLUI	6	4	28	24	24		+4
	2910003731564		15			0	0		11
		FILTER ELEMENT,FLUI	530				100	100	4
		FILTER ELEMENT,FLUI	48				0	ļ	11
		FILTER ELEMENT,FLUI	182	0		<del></del>	34		
		FILTER ELEMENT,FLUI	44	0	0	<del> </del>	0	<u> </u>	
S9C	2910004773435	FILTER ELEMENT,FLUI	106	0	0	0	0		4
	2910005667489		4	0	1	0	. 0	<u> </u>	13
S9C	2910005952916	FILTER ELEMENT,FLUI	2	0	0	0	0	0	
S9C	2910007902300	FILTER ELEMENT,FLUI	366	0	443	443	443	443	213
S9C	2910008456770	FILTER,FLUID	105	2	15	14	14	14	16
S9C	2910008479503		5	4	10	6	6	6	3
		FILTER,FLUID	4	<del></del>	162	162	162	162	65
		FILTER ELEMENT,FLUI	4				0	0	1
		FILTER ELEMENT,FLUI	1			65	65	65	
		FILTER ELEMENT,FLUI	59						
		FILTER ELEMENT, FLUI	565						11
		FILTER ELEMENT,FLUI	168		1		1		
		FILTER,FLUID,PRESSU	4		<del></del>			<del></del>	
	2910011137692		26						182
			576		<del></del>	<del></del>	451		238
		FILTER ELEMENT, FLUI							+1
		FILTER ELEMENT, FLUI	5	<del></del>	f				
		FILTER ELEMENT, FLUI	260						11
	2910011316294		6						
		FILTER ELEMENT, FLUI	247				+	<del></del>	
		FILTER ELEMENT, FLUI	246				1		
		FILTER ELEMENT,FLUI	54						11
	2910011686311		1						
		NOZZLE, FUEL INJECTI	254			·		<del> </del>	
	2910011702549		83						4
		FILTER ELEMENT,FLUI	0		L			<del></del>	
		FILTER ELEMENT,FLUI	4		d				13
	2910011954112		50				+	<del> </del>	
	2910011998106		5				£		
		FILTER ELEMENT,FLUI	188	1	58	58	58	58	42
		FILTER ELEMENT, FLUI	28	0	25	25	25	25	12

CLIN 6000 - Surge and Sustainment Requirements for SP0700-Q3-R-4150									
							, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
				L	D	elivery			1
CNAA	NSN	Nomenclature	30 Days	60 Days		120 Days	150 Days	180 Days	otal
CMA		FILTER ELEMENT,FLUI	30 Days	3	30 Days	3	3	3	18
					0	0	0	0	40
		FILTER ELEMENT,FLUI	40	0			0	0	37
S9C	2910012385197	FILTER,FLUID	37	0	0	0		<u> </u>	_
S9C	2910012403602	FILTER ELEMENT,FLUI	0	1	7	7	7	7	29
		FILTER ELEMENT,FLUI	11	2	2	0	0	0	15
		FILTER ELEMENT,FLUI	2	0	0	0	0	0	2
S9C	2910012635384	FILTER ELEMENT,FLUI	20	0	0	0	0	0	20
	2910012637223		3	Ω	0	0	0	0	
S9C	2910012944910	FILTER ELEMENT,FLUI	452	0	0	0	0	0	452
		FILTER ELEMENT, FLUI	25	0	0	0	0	0	25
		FILTER ELEMENT, FLUI	29	29	29	29	29	28	173
	2910013162611		1	1	1	0	0	0	3
	2910013240703		1	0	0	0	0	0	1
		FILTER ELEMENT, FLUI	17	0	0	0	0	0	17
		FILTER ELEMENT, FLUI	12	0		0	0	0	12
		FILTER ELEMENT, FLUI	3	3		2	2		14
			1	1		1	0	0	4
	2910013579732					0	0	0	14
	2910013668847		14	0					
		FILTER ELEMENT,FLUI	2	2			2		12
	2910013742006		7	0			0	0	7
	2910014084959		18	0			0		
		FILTER ELEMENT, FLUI	3	3	3	3	3	3	18
S9C	2930011209291	FILTER ELEMENT, FLUI	2	0	0	0	0	0	2
S9C	2930012616609	FILTER ELEMENT, FLUI	198	0	0	0	0	0	198
S9C	2940000092192	FILTER ELEMENT, INTA	1	1	1	1	1	1	6
		FILTER ELEMENT, FLUI	0	1	1	1	1	1	5
		FILTER ELEMENT,FLUI	857	47	57	9	9	9	988
		FILTER ELEMENT, FLUI	6	0	0	0	0	0	6
		FILTER ELEMENT, INTA	0	<del></del>			5	5	20
L		FILTER ELEMENT, FLUI	0	0			1		4
i	l	FILTER ELEMENT, FLUI	192				9		229
							0		1 223
		FILTER ELEMENT, INTA FILTER ELEMENT, FLUI	329		<del>,                                     </del>		0	0	341
			315				<u> </u>		806
		FILTER ELEMENT, FLUI						<del> </del>	
		FILTER ELEMENT, FLUI	7				<del> </del>		49
		FILTER ELEMENT, FLUI	23					1	
		FILTER ELEMENT,INTA	64						148
		FILTER ELEMENT,FLUI	126					<del>                                     </del>	126
		FILTER ELEMENT,INTA	12						12
		FILTER ELEMENT, INTA	1	<del></del>					
S9C	2940003335318	FILTER ELEMENT,FLUI	1			0	<del></del>		
S9C	2940003620830	FILTER ELEMENT,FLUI	6			<del> </del>	<del></del>		6
S9C	2940003723553	FILTER ELEMENT, INTA	12	0	0	0			12
		FILTER ELEMENT,FLUI	725	121	285	86	86	86	1389
		FILTER ELEMENT, INTA	1	1	0	0	0	0	2
		FILTER ELEMENT, FLUI	26	0	0	0	0	0	26
		FILTER ELEMENT,FLUI	2				1		50
		FILTER ELEMENT, INTA	115				<del> </del>	<del></del>	122
		FILTER ELEMENT, FLUI	8						1 2
		FILTER ELEMENT, INTA	9		1		·		1 - 9
				1				ļ <u> </u>	
		FILTER ELEMENT, FLUI	54						54
1 29C	2940004310288	FILTER ELEMENT, INTA	2	0	0	0	<u>U</u>	U	1 4

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	C	LIN 6000 - Surge and Sust	ainment R	eguireme	nts for SI	P0700-0 <del>3</del>	R-4150		-
		Life 0000 Cargo and Care							
					De	elivery			
CMA	NSN	Nomenclature	30 Days	60 Days	90 Days	120 Days	150 Days	180 Days	Fota
			84	16	16	16	16	16	164
		FILTER ELEMENT,FLUI	12	0	0	0	0	0	12
		FILTER ELEMENT, INTA	106	0	0	0	0	0	106
		FILTER ELEMENT, INTA	13	0	0	0	0	0	13
		FILTER ELEMENT,FLUI	70	1	4	4	4	4	87
290	2940004701230	FILTER ELEMENT,FLUI	86	0	68	68	68	68	358
290	2940005046533	FILTER ELEMENT, FLUI	1	0	0	0	0	0	1
		FILTER ELEMENT, FLUI	14	0	o	0	0		1-14
	2940005523842		0	0	4	1	1	1	1 7
290	2940005523642	FILTER ELEMENT,FLUI	257	0	9	8	8	8	290
		FILTER ELEMENT,INTA	4	0		0	0	0	4
		FILTER ELEMENT, FLUI	3		0	0	0	0	1 3
	2940007024997		3		ļ	2	2	2	14
			0	0		1	1	1	5
	2940007204959		1	0		0	0	0	1 1
		FILTER ELEMENT, INTA	4	1	ļ	30	30	30	125
		FILTER ELEMENT, FLUI	226	243		0	0	0	712
	2940008421878	FILTER ELEMENT, INTA		243		72	72	72	294
		FILTER ELEMENT, FLUI	45			44	44	44	265
S9C	2940008486043		45		1	1	1	1	5
		FILTER ELEMENT, INTA	12		<del></del>	0	0		12
		FILTER ELEMENT, FLUI	0			4	4		16
	2940008640717		73		·	0	0		73
	2940008695701	FILTER ELEMENT, INTA	73		28	28	28		192
	2940008919342		0		1	1	1	1	102
	2940008926210					1	1		138
		FILTER ELEMENT, FLUI	134	<del>↓ </del>			0	<del> </del>	16
S9C			16				0		168
S9C	2940009206851	FILTER ELEMENT, FLUI	95		36		ļ		73
	2940009206852		48		<del></del>		82		330
	2940009222077	FILTER ELEMENT, FLUI	1	I			0		13
		FILTER ELEMENT, INTA	13	<del></del>		<u> </u>			100
	2940009474421		0						35
S9C		FILTER ELEMENT, FLUI	256						
		FILTER ELEMENT, INTA	38						
		FILTER ELEMENT,FLUI	48						1820
	1	FILTER ELEMENT,FLUI	0				<del> </del>		4
		FILTER ELEMENT, INTA	53				<del></del>		
		FILTER ELEMENT,FLUI	36						
		FILTER ELEMENT, FLUI	602						106
		FILTER ELEMENT, FLUI	1388						138
		FILTER ELEMENT, INTA	54					ļ	
		FILTER ELEMENT, INTA	121						Н
		FILTER ELEMENT, INTA	119				<del></del>	<del> </del>	4
1		FILTER ELEMENT, FLUI	1						
		FILTER ELEMENT, INTA	7		<del></del>		<del></del>		
		FILTER ELEMENT, FLUI	77						
		FILTER ELEMENT,FLUI	0	1					
		FILTER ELEMENT, INTA	3						
		FILTER ELEMENT, INTA	29						
		FILTER ELEMENT, INTA	4						H
		FILTER ELEMENT, INTA	16						
S9C	2940010755024	FILTER ELEMENT,FLUI	164	0	6	0	0	0	17

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	C	LIN 6000 - Surge and Sust	ainment R	equireme	nts for S	P0700-03	R-4150		
					D.	elivery	<u> </u>		-
0144	NON	NI	OO Dovo	CO Dava		120 Days	150 Days	180 Days	Fotal
CMA	NSN	Nomenclature	30 Days	60 Days	90 Days		130 Days	0 Days	150
			150	0	94	41	41	41	622
		FILTER ELEMENT, INTA	350	55		0	0	0	2
		FILTER ELEMENT, FLUI	2	0	0 48	48	48	48	228
		FILTER ELEMENT, INTA	36	0				48	228
		FILTER ELEMENT, INTA	36	0	48	48	48		165
		FILTER ELEMENT, FLUI	165	0	0	0	0	0	105 57
		FILTER ELEMENT, INTA	53	0	1 70	1 5	ا 5	5	
		FILTER ELEMENT, ELUI	862	66	72				
		FILTER ELEMENT, FLUI	20	0	0	0	0	0	20
		FILTER ASSEMBLY, BYP	3	0	2	0	0	0	5
		FILTER ELEMENT,FLUI	522	255	308	7	7	7	1106
		FILTER ELEMENT,INTA	1	0	0	0	0	0	1 1
		FILTER ELEMENT,FLUI	63	0	0	0	0	0	63
		FILTER ELEMENT,FLUI	146	0	42	40	40	40	308
		FILTER ELEMENT,FLUI	10	0	0	0	0	0	10
S9C	2940011338301	FILTER ELEMENT,FLUI	56	1	50	28	28	28	191
S9C	2940011411381	FILTER ELEMENT, INTA	8	0	1	1	1	1	12
S9C	2940011459456	FILTER ELEMENT, FLUI	20	0	0	0	0	0	20
S9C	2940011478008	FILTER ELEMENT, INTA	0	1	4	4	4	4	17
S9C	2940011553190	FILTER ELEMENT, INTA	1329	1	485	485	485	485	3270
S9C	2940011590956	FILTER ELEMENT, INTA	2	0	0	0	0	0	2
		FILTER ELEMENT, INTA	4	0	0	0	0	0	4
		FILTER ELEMENT, FLUI	80	89	88	0	0	0	257
		FILTER ELEMENT, FLUI	50	0	0	0	0	0	50
L		FILTER ELEMENT, FLUI	9	1	44	43	43	43	183
		FILTER BODY,FLUID	1	1	1	0	0	0	3
		FILTER ELEMENT, INTA	1	0	0	0	0	0	1
		FILTER ELEMENT, INTA	32	0	0	0	0	0	32
		FILTER ELEMENT, FLUI	119	2	2	0	0	0	123
		FILTER ELEMENT, INTA	1						1
	1	FILTER ELEMENT, INTA	288	<del></del>		0	0	0	808
		FILTER ELEMENT, FLUI	423	231	231		231	231	1578
		FILTER ELEMENT, FLUI	8	0	0		0	í	8
		FILTER ELEMENT,FLUI	35		25	24	24	24	LI.
		FILTER ELEMENT, FLUI	3		1				
	2940012174967		75			<del> </del>	<del></del>	0	
		FILTER ELEMENT, INTA	24		ļ	<del></del>		ļ	
		FILTER ELEMENT, INTA	33				<u> </u>		
		FILTER ELEMENT, INTA	67						
		FILTER ELEMENT, INTA	29						н
		FILTER ELEMENT, FLUI	40					·	U
		FILTER ELEMENT, FLUI	39						
	2940012311696		92					<del></del>	4
		FILTER, FLOID	12				<del></del>		н
		FILTER ELEMENT, FLUI	6						н
		FILTER ELEMENT, INTA	9						
		FILTER ELEMENT, FLUI	0		1				
			1						
		FILTER ELEMENT, INTA						<del> </del>	
		FILTER ELEMENT, FLUI	12					<del> </del>	H - '-
	2940012427959		1		1	<del> </del>	1		
		FILTER ELEMENT, INTA	0						
S9C	2940012487288	FILTER ELEMENT, FLUI	0	1	45	8	8	8	1 /

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S9C         29           S9C         29 <th>940012498027 940012600659 940012612403 940012661412 940012677048 940012682480 940012754285 940012763553 940012825177 940012842352 940012884017 940012884017 940013063163 940013113385 940013129265 940013139494 940013216491 940013313594</th> <th>Nomenciature FILTER ELEMENT,FLUI FILTER ELEMENT,INTA FILTER ELEMENT,FLUI FILTER ELEMENT,FLUI FILTER ELEMENT,FLUI FILTER ELEMENT,FLUI FILTER ELEMENT,FLUI</th> <th>30 Days 5 1 46 4 2 1 3 11 0 6 1 16 8 10 25 3 205 58 7 12</th> <th>60 Days 0 0 0 0 0 11 0 0 0 0 0 13 0 0 0 0 0 0 0</th> <th>90 Days 0 0 0 0 2 1 0 10 90 0 0 0 0 3 1</th> <th>120 Days 0 0 0 0 0 2 0 10 18 0 0 0 0 3 0 0</th> <th>150 Days 0 0 0 0 2 11 0 18 0 0 0 0 3 0 0</th> <th>180 Days 0 0 0 0 0 2 0 10 18 18 0 0 0 0 2 0 10 18 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0</th> <th>otal 5 1 46 4 12 3 3 62 144 6 1 52 8 10 25 17</th>	940012498027 940012600659 940012612403 940012661412 940012677048 940012682480 940012754285 940012763553 940012825177 940012842352 940012884017 940012884017 940013063163 940013113385 940013129265 940013139494 940013216491 940013313594	Nomenciature FILTER ELEMENT,FLUI FILTER ELEMENT,INTA FILTER ELEMENT,FLUI FILTER ELEMENT,FLUI FILTER ELEMENT,FLUI FILTER ELEMENT,FLUI FILTER ELEMENT,FLUI	30 Days 5 1 46 4 2 1 3 11 0 6 1 16 8 10 25 3 205 58 7 12	60 Days 0 0 0 0 0 11 0 0 0 0 0 13 0 0 0 0 0 0 0	90 Days 0 0 0 0 2 1 0 10 90 0 0 0 0 3 1	120 Days 0 0 0 0 0 2 0 10 18 0 0 0 0 3 0 0	150 Days 0 0 0 0 2 11 0 18 0 0 0 0 3 0 0	180 Days 0 0 0 0 0 2 0 10 18 18 0 0 0 0 2 0 10 18 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	otal 5 1 46 4 12 3 3 62 144 6 1 52 8 10 25 17
S9C         29	940012496603 940012498027 940012600659 940012612403 940012661412 940012677048 940012754285 940012754285 940012763553 940012842352 940012842352 940012884017 940012884017 940013063163 940013113385 940013119265 940013119494 940013216491 940013313594	FILTER ELEMENT, FLUI FILTER ELEMENT, INTA	5 1 46 4 2 1 3 11 0 6 1 16 8 10 25 3 205 58 7	0 0 0 0 2 0 0 11 0 0 0 0 0 0 0 0 0 0 0 0	90 Days 0 0 0 0 2 1 0 10 90 0 0 0 0 3 1	120 Days 0 0 0 0 0 2 0 10 18 0 0 0 0 3	0 0 0 0 2 1 0 10 18 0 0 0 9 0	0 0 0 0 2 0 0 10 18 0 0 0 9 0	5 1 46 4 12 3 3 62 144 6 1 52 8 10 25
S9C         29	940012496603 940012498027 940012600659 940012612403 940012661412 940012677048 940012754285 940012754285 940012763553 940012842352 940012842352 940012884017 940012884017 940013063163 940013113385 940013119265 940013119494 940013216491 940013313594	FILTER ELEMENT, FLUI FILTER ELEMENT, INTA	5 1 46 4 2 1 3 11 0 6 1 16 8 10 25 3 205 58 7	0 0 0 0 2 0 0 11 0 0 0 0 0 0 0 0 0 0 0 0	0 0 0 2 1 0 10 90 0 0 9 0	0 0 0 0 2 0 0 10 18 0 0 9 0	0 0 0 0 2 1 0 10 18 0 0 0 9 0	0 0 0 0 2 0 0 10 18 0 0 0 9 0	5 1 46 4 12 3 3 62 144 6 1 52 8 10 25
S9C         29           S9C         29 <td>940012498027 940012600659 940012612403 940012661412 940012677048 940012682480 940012754285 940012763553 940012825177 940012842352 940012884017 940012884017 940013063163 940013113385 940013129265 940013139494 940013216491 940013313594</td> <td>FILTER ELEMENT, INTA FILTER ELEMENT, INTA FILTER ELEMENT, FLUI FILTER ELEMENT, INTA FILTER ELEMENT, INTA</td> <td>1 46 4 2 1 3 11 0 6 1 16 8 10 25 3 205 58 7</td> <td>0 0 0 2 0 0 11 0 0 0 0 0 0 0 0 0 0 0 0 0</td> <td>0 0 0 2 1 0 10 90 0 0 9 0 0 0</td> <td>0 0 0 2 0 0 10 18 0 0 9 0</td> <td>0 0 0 2 1 0 10 18 0 0 0 9 0</td> <td>0 0 0 2 0 0 10 18 0 0 0 9 0</td> <td>4 12 3 3 62 144 6 1 52 8 10 25</td>	940012498027 940012600659 940012612403 940012661412 940012677048 940012682480 940012754285 940012763553 940012825177 940012842352 940012884017 940012884017 940013063163 940013113385 940013129265 940013139494 940013216491 940013313594	FILTER ELEMENT, INTA FILTER ELEMENT, INTA FILTER ELEMENT, FLUI FILTER ELEMENT, INTA	1 46 4 2 1 3 11 0 6 1 16 8 10 25 3 205 58 7	0 0 0 2 0 0 11 0 0 0 0 0 0 0 0 0 0 0 0 0	0 0 0 2 1 0 10 90 0 0 9 0 0 0	0 0 0 2 0 0 10 18 0 0 9 0	0 0 0 2 1 0 10 18 0 0 0 9 0	0 0 0 2 0 0 10 18 0 0 0 9 0	4 12 3 3 62 144 6 1 52 8 10 25
S9C         29	940012600659 940012612403 940012612403 940012661412 940012677048 940012682480 940012748451 940012754285 940012763553 940012825177 940012842352 940012884017 940013022490 940013113385 9400131129265 9400131139494 940013216491 940013313594	FILTER ELEMENT, INTA FILTER ELEMENT, FLUI FILTER ELEMENT, INTA FILTER ELEMENT, FLUI FILTER ELEMENT, FLUI FILTER ELEMENT, FLUI FILTER ELEMENT, FLUI	4 2 1 3 11 0 6 1 16 8 10 25 3 205 58 7	0 0 0 0 0 11 0 0 0 0 0 0 0 0 0 0 0 0 0	0 0 2 1 0 10 90 0 0 9 0 0	0 0 2 0 0 10 18 0 0 9 0	0 0 2 1 0 10 18 0 0 0 9 0	0 0 2 0 0 10 18 0 0 9 0	4 12 3 3 62 144 6 1 52 8 10 25
S9C         29	940012600659 940012612403 940012612403 940012661412 940012677048 940012682480 940012748451 940012754285 940012763553 940012825177 940012842352 940012884017 940013022490 940013113385 9400131129265 9400131139494 940013216491 940013313594	FILTER ELEMENT, INTA FILTER ELEMENT, FLUI FILTER ELEMENT, INTA FILTER ELEMENT, FLUI FILTER ELEMENT, FLUI FILTER ELEMENT, FLUI FILTER ELEMENT, FLUI	4 2 1 3 11 0 6 1 16 8 10 25 3 205 58 7	0 2 0 11 0 0 0 0 0 0 0 0 3 3	0 2 1 0 10 90 0 0 9 0 0	0 2 0 0 10 18 0 0 9 0 0	0 2 1 0 10 18 0 0 9 0	0 2 0 0 10 18 0 0 9 0 0	4 12 3 3 62 144 6 1 52 8 10 25
S9C         29	940012612403 940012661412 940012677048 940012682480 940012748451 940012754285 940012754285 940012825177 940012842352 940012884017 940012884017 940013022490 940013113385 9400131129265 940013139494 940013216491 940013313594	FILTER ELEMENT, FLUI FILTER ELEMENT, INTA FILTER ELEMENT, FLUI FILTER ELEMENT, FLUI FILTER ELEMENT, FLUI	2 1 3 11 0 6 1 16 8 10 25 3 205 58 7	2 0 0 11. 0 0 0 0 0 0 0 0 3 0	2 1 0 10 90 0 0 9 0 0 0	2 0 10 18 0 0 9 0 0	2 1 0 10 18 0 0 9 0 0	2 0 0 10 18 0 0 0 9 0 0	12 3 3 62 144 6 1 52 8 10 25
S9C         29	940012661412 940012677048 940012682480 940012748451 940012754285 940012825177 940012842352 940012864669 940012884017 940012884017 940013022490 940013113385 9400131129265 940013139494 940013216491 940013313594	FILTER ELEMENT, INTA FILTER ELEMENT, FLUI FILTER ELEMENT, FLUI FILTER ELEMENT, FLUI	1 3 11 0 6 1 16 8 10 25 3 205 58 7	0 0 111 0 0 0 0 0 0 0 0 0 0 3 0	1 0 10 90 0 0 9 0 0 0 0 3	0 0 10 18 0 0 9 0 0	1 0 10 18 0 0 0 9 0 0	0 0 10 18 0 0 0 9 0 0 0	3 3 62 144 6 1 52 8 10 25
S9C         29	940012677048 940012682480 940012748451 940012754285 940012763553 940012825177 940012842352 940012844017 940012984319 940013063163 940013113385 940013113385 940013139494 940013216491 940013313594	FILTER ELEMENT, INTA FILTER ELEMENT, FLUI FILTER ELEMENT, FLUI FILTER ELEMENT, FLUI	1 3 11 0 6 1 16 8 10 25 3 205 58 7	0 0 111 0 0 0 0 0 0 0 0 0 0 3 0	0 10 90 0 0 9 0 0 0 0	0 10 18 0 0 9 0 0	0 10 18 0 0 9 0 0	0 10 18 0 0 9 0 0 0	3 62 144 6 1 52 8 10 25
S9C         29	940012682480 940012748451 940012754285 940012763553 940012825177 940012842352 940012842352 940012884017 940012984319 940013063163 940013113385 9400131139494 940013216491 940013313594	FILTER ELEMENT, INTA FILTER ELEMENT, FLUI FILTER ELEMENT, FLUI FILTER ELEMENT, FLUI	11 0 6 1 16 8 10 25 3 205 58 7	11 0 0 0 0 0 0 0 0 0 0 0 0 0	10 90 0 0 9 0 0 0 0 3	10 18 0 0 9 0 0 0	10 18 0 0 9 0 0	10 18 0 0 9 0 0 0	62 144 6 1 52 8 10 25 17
S9C         29	940012748451 940012754285 940012763553 940012825177 940012842352 940012864669 940012884017 940013022490 940013063163 940013113385 940013129265 940013139494 940013216491 940013313594	FILTER ELEMENT, INTA FILTER ELEMENT, FLUI FILTER ELEMENT, INTA FILTER ELEMENT, FLUI FILTER ELEMENT, FLUI FILTER ELEMENT, FLUI	11 0 6 1 16 8 10 25 3 205 58 7	0 0 0 0 0 0 0 0 3 0	90 0 9 0 0 0 0 3	18 0 0 9 0 0 0	18 0 0 9 0 0 0	18 0 0 9 0 0 0	144 6 1 52 8 10 25 17
S9C         29	940012754285 940012763553 940012825177 940012842352 940012864669 940012884017 940013063163 940013113385 940013129265 940013139494 940013216491 940013313594	FILTER ELEMENT, FLUI FILTER ELEMENT, INTA FILTER ELEMENT, FLUI FILTER ELEMENT, FLUI FILTER ELEMENT, FLUI FILTER ELEMENT, FLUI	6 1 16 8 10 25 3 205 58 7	0 0 0 0 0 0 0 3 0	0 9 0 0 0 0 3	0 9 0 0 0	0 9 0 0 0	0 0 9 0 0 0	6 1 52 8 10 25 17
S9C         29	940012763553 940012825177 940012842352 940012864669 940012884017 940013022490 940013063163 940013113385 940013129265 940013139494 940013216491 940013313594	FILTER ELEMENT, INTA FILTER ELEMENT, FLUI FILTER ELEMENT, INTA FILTER ELEMENT, FLUI	6 1 16 8 10 25 3 205 58 7	0 0 0 0 0 3 0	0 9 0 0 0 3 1	0 9 0 0 0 3	0 9 0 0 0	0 9 0 0 0 2	1 52 8 10 25 17
S9C         29	940012825177 940012842352 940012864669 940012884017 940012984319 940013022490 94001313385 9400131129265 940013139494 940013216491 940013313594	FILTER ELEMENT, FLUI FILTER ELEMENT, INTA FILTER ELEMENT, FLUI	1 16 8 10 25 3 205 58 7	0 0 0 0 0 3 0	0 9 0 0 0 3 1	0 9 0 0 0 3	9 0 0 0 3	9 0 0 0 2	10 25 17
S9C 29	940012842352 940012864669 940012884017 940012984319 940013022490 940013063163 940013113385 940013129265 940013139494 940013216491 940013313594	FILTER ELEMENT, INTA FILTER ELEMENT, FLUI FILTER ELEMENT, FLUI FILTER ELEMENT, FLUI FILTER ELEMENT, FLUI	16 8 10 25 3 205 58 7	0 0 0 0 3 0	9 0 0 0 3 1	9 0 0 0 3	9 0 0 0 3	0 0 0 2	10 25 17
S9C 29 S9C 29	940012864669 940012884017 940012984319 940013022490 940013063163 940013113385 940013129265 940013139494 940013216491 940013313594	FILTER ELEMENT, INTA FILTER ELEMENT, FLUI FILTER ELEMENT, FLUI FILTER ELEMENT, FLUI FILTER ELEMENT, FLUI	8 10 25 3 205 58 7	0 0 0 3 0	0 0 0 3 1	0 0 0 3	0 0 0 3	0 0 0 2	10 25 17
S9C 29 S9C 29	940012884017 940012984319 940013022490 940013063163 940013113385 940013129265 940013139494 940013216491 940013313594	FILTER ELEMENT, INTA FILTER ELEMENT, FLUI FILTER ELEMENT, FLUI FILTER ELEMENT, FLUI	10 25 3 205 58 7	0 0 3 0	0 0 3 1	0 0 3	0 0 3	0 2	25 17
S9C 29 S9C 29	940012984319 940013022490 940013063163 940013113385 940013129265 940013139494 940013216491 940013313594	FILTER ELEMENT, INTA FILTER ELEMENT, FLUI FILTER ELEMENT, INTA FILTER ELEMENT, INTA FILTER ELEMENT, FLUI FILTER ELEMENT, FLUI FILTER ELEMENT, FLUI	25 3 205 58 7 12	0 3 0 0	0 3 1	0	0	0 2	25 17
S9C 29 S9C 29	940013022490 940013063163 940013113385 940013129265 940013139494 940013216491 940013313594	FILTER ELEMENT,FLUI FILTER ELEMENT,INTA FILTER ELEMENT,INTA FILTER ELEMENT,FLUI FILTER ELEMENT,FLUI FILTER ELEMENT,FLUI	3 205 58 7 12	3 0 0	3	3	3	2	17
S9C 29 S9C 29	940013063163 940013113385 940013129265 940013139494 940013216491 940013313594	FILTER ELEMENT, INTA FILTER ELEMENT, INTA FILTER ELEMENT, FLUI FILTER ELEMENT, FLUI FILTER ELEMENT, FLUI	205 58 7 12	0	1				
S9C 29 S9C 29 S9C 29 S9C 29 S9C 29 S9C 29 S9C 29 S9C 29 S9C 29 S9C 29	940013113385 940013129265 940013139494 940013216491 940013313594	FILTER ELEMENT,INTA FILTER ELEMENT,FLUI FILTER ELEMENT,FLUI FILTER ELEMENT,FLUI	58 7 12	0			. ()!		1 / UD
S9C 29 S9C 29 S9C 29 S9C 29 S9C 29 S9C 29 S9C 29 S9C 29 S9C 29 S9C 29	940013129265 940013139494 940013216491 940013313594	FILTER ELEMENT,FLUI FILTER ELEMENT,FLUI FILTER ELEMENT,FLUI	7 12	<u> </u>	0	0	0	0	58
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Page 5 of 6

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## REFE. .\_NCE NO. OF DOCUMENT BEING CUATINUED PAGE OF 38 SP0700-03-R-4150 15 CONTINUATION SHEET NAME OF OFFEROR OR CONTRACTOR **Continuation of SF 1449**

## SECTION B - SCHEDULE OF SUPPLIES CONTINUED

#### Notes:

Clause E22 and Provision L19 are applicable to NSNs procured in accordance with manufacturer's code and part number.

Provision L30 is applicable to NSNs with an AMSC code "B".

Provision M21 is only applicable to NSNs with a PIC code of "2". \$250.00 per NSN will be used for evaluation purposes.

## SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

- 1. Partial shipments are only acceptable for stock locations. A stock order will not be considered "filled" until the complete order (not partial) is delivered, unless authorization is received by the contracting officer. Partial shipments will not be permitted on DVD shipments.
- 2. Items which has been repaired, rebuilt, remanufactured or are part of an exchange program will not be supplied under this contract unless the item is repaired, rebuilt or remanufactured by the original equipment manufacturer (OEM) or another approved source in accordance with the OEM's specifications.

## Addenda to FAR 52.214-4 CONTRACT TERMS AND CONDITIONS, COMMERCIAL ITEMS

## SECTION F - DELIVERIES OR PERFORMANCE

1. Delivery Requirements: The Government's required delivery requirements are as specified on the Section B spreadsheet under the column titled "Required Delivery" and is reflected in calendar days (delivery will be based on date of award/order and not on receipt of award/order). Offeror's are required to annotate their proposed delivery on the Section B spreadsheet under the column titled "Offeror's Proposed Delivery" and this will also be considered as calendar days. If a proposed delivery is not indicated, the Government's required delivery is deemed as accepted by the offeror. Offeror's should note that the ability to meet or improve upon the Government's required delivery is also an evaluation factor as annotated in Section M.

NOTE: If First Article approval is required, delivery time for the initial order will be increased by the number of days as designated in Clause I43. For subsequent orders issued prior to first article approval, the delivery time specified above will be computed from the delivery late specified in the immediately preceding order.

2. Fast Payment Procedures (FEB 1998) (FAR 52.213-1): Fast payment procedures will apply only to DVD or non-stock and FMS orders purchased for destination inspection valued at \$100,000.00 or less. The awardee is required to provide the contracting officer proof of delivery to include receipt by the customer on fast pay DVD orders valued between \$25,000.00 to \$100,000.00. Fast payment will not apply to orders processed by DLA for stock maintenance.

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NSN 7540-01-152-8057 U.S. GOVERNMENT PRINTING OFFICE 1990 - 262-081 OPTIONAL FORM 336 (4-86)

Sponsored by 3SA FAR (48 CFR) \$3.110

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FAR 52.212-4 - CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (FEB 2002)
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FAR 52.212-5 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (MAY 2002)

- (a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:
- 52.222-3, Convict Labor (E.O. 11755). 52.233-3, Protest After Award (31 U.S.C. 3553). (2) (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to as being incorporated in this contract by retrievable to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components: [Contracting Officer shall check as appropriate.] (X) (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C.
- 2402)
- Notice of Total HUBZone Small Business Set-Aside (JAN 1999).
- () (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- offer).

  () (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L.103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

  () (4) (ii) Alternate I to 52.219-5.

  () (4) (iii) Alternate II to 52.219-5.

  (X) (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d) (2) and (3)).

  (X) (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d) (4)).

  (I) (7) 52.219-14, Limitations on Subcontracting (15

- (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- ( ) (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- () (8)(ii) Alternate I of 52.219-23. () (9) 52.219-25, Small Disadvantaged Business
- Participation Program Disadvantaged Status and Reporting (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323).
  () (10) 52.219-26, Small Disadvantaged Business
- Participation Program Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
  (X) (11) 52.222-21, Prohibition of Segregated Facilities
- (Feb 1999)
- (X) (12) 52.222-26, Equal Opportunity (E.O. 11246). (X) (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam

- Era, and Other Eligible Veterans (38 U.S.C. 4212)
  (X) (14) 52.222-36, Affirmative Action for Workers with Dicabilities (29 U.S.C. 793).
  (X) (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
  (X) (16) 52 222-19 Child Labor Cooperation with
- Eligible Veterans (38 U.S.C. 4212). (X) (16) 52.222-19, Child Labor Cooperation with Authorities and Remedies (E.O. 13126). () (17)(1) 52.223-9, Estimate of Percentage of Recovered Material Contents for EPA Designated Products (42 U.S.C. 6962(c)(3)(A)(ii))
- () (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (18) 52.225-1, Buy American Act - Supplies (41 U.S.C. 10a
- 10d) ( ) (19)(i) 52.225-3, Buy American Act - North American
- Free Trade Agreement Israeli Trade Act (41 U.S.C. 10a 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
  ( ) (ii) Alternate I of 52.225-3.
  ( ) (iii) Alternate II of 52.225-3.

- () (iii) Alternate II of 52.225-3.
  (X) (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
  (X) (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
  () (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
  () (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
  (X) (24) 52.232-33, Payment by Electronic Funds Transfer Central Contractor Registration (31 U.S.C. 3332).

- Central Contractor Registration (31 U.S.C. 3332).
  ) (25) 52.232-34, Payment by Electronic Funds Transfer
  Other than Central Contractor Registration (31 U.S.C. 3332).
  ) (26) 52.232-36, Payment by Third Party (31 U.S.C.
- 3332).
- ( ) (27) 52.239-1, Privacy or Security Safeguards

- (5 U.S.C. 552a) ( ) (28) 52.247-64, Preference for Privately Owned U.S
- -Flag Commercial Vessels (46 U.S.C. 1241).
  ( ) (ii) Alternate I of 52.247-64.
  (c) The Contractor shall comply with the FAR clauses
- in this paragraph (c), applicable to commercial services which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:
- [Contracting Officer check as appropriate.]
  () (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 3351, et seq.).
  () (2) 52.222-42, Statement of Equivalent Rates

- () (2) 52.222-42, Statement of Equivariant Rates
  for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
  () (3) 52.222-43, Fair Labor Standards Act and
  Service Contract Act Price Adjustment (Multiple Year and
  Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
  () (4) 52.222-44, Fair Labor Standards Act and
- Service Contract Act Price Adjustment (29 U.S.C. 206 and 41
- 351, et seq.).
  ) 52.222-47, SCA Minimum Wages and Fringe
- Renefits Applicable to Successor Predecessor Contractor Collective Bargaining Agreement (41 U.S.C. 351, et seq.).

  1. Comptroller General Examination of Record.
- Contractor shall comply with the provision of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, and Records - Negotiation. Audit
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, have access to and right to examine any of the Contracto directly pertinent records involving transactions related to
- this contract.

  (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available
- under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved. (3) As used in this clause, records include books, documents, accounting procedures and practices, and other
- data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- or pursuant to a provision of law.

  (e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercia
- components -components(1) 52.222-26, Equal Opportunity (E.O. 11246);
  (2) 52.222-35, Equal Opportunity for Special
  Disabled Veterans, Veterans of the Vietnam Era, and Otelr
  Eligible Veterans (38 U.S.C. 2012(a));
  (3) 52.222-36, Affirmative Action for Workers with
- (3) 52.222-36, AITHMATIVE ACTION FOR MORKETS WITH Disabilities (29 U.S.C. 793); and (4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).
- () Alternate I (Feb 2000). As prescribed in 12.301(b)(4), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to 'paragraphs (a), (b), (c), or (d) of this clause' in the redesignated paragraph (d) to read 'paragraphs (a), (b), and (c) of this clause'

DFARS 252.212-7001 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUL 2002)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if chis included in this contract by reference to implement  $\epsilon$ 

provision of law applicable to acquisitions of commercial items or components.

- (X) 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207)
- (b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.
- (X) 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416). () 252.206-7000, Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304) (X) 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts)
  (APR 1996) (15 U.S.C. 637)
- () 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
- () 252.225-7001, Buy American Act and Balance of Payments Program (MAR 1998) (41 H S.C. 10a-10d, F.O. (X) 252.225-7007, Buy American Act-Trade Agreements-

- (X) 252.225-7007, Buy American Act-Trade Agreements-Balance of Payments Program (SEP 2001) (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

  (X) 252.225-7012, Preference for Certain Domestic Commodities. (APR 2002) (10 U.S.C. 2533a).

  () 252.225-7014, Preference for Domestic Specialty Metals (MAR 1998) (10 U.S.C. 2533a).

  () 252.225-7015, Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2533a).

  (X) 252.225-7016, Restriction on Acquisitin of Ball and Roller Bearings (DEC 2000)

  () Alternate I (DEC 2000)

  (Section 8064 of Pub. L. 106-259).

  () 252.225-7021, Trade Agreements (SEP 2001) (19 U.S.C. 2501-2518 and 19 U.S.C 3301 note).

  (X) 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (MAR 1998) (22 U.S.C. 2779).

  (X) 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (DEC 1991) (22 U.S.C. 2755).
- Foreign Governments (DEC 1991) (22 U.S.C. 2755).
  ( ) 252.225-7029, Preference for United States or Canadian Air Circuit Breakers (AUG 1998) (10 U.S.C.
- 2534(a)(3)).
  ( ) 252.225-7036, Buy American Act-North American Free
  Trade Agreement Implementation Act-Balance of Payments Program (MAR 1998)

- (X) 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
  (X) 252.247-7023, Transportation of Supplies by Sea (MAR
- 2000) () Alternate I (MAR 2000) () Alternate II (MAR 2000) (10 U.S.C. 2631) 252.247-7024, Notification of Transportation of ) Alternate I (MAR 2000)

Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statues of Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

DFARS 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (MAR 1998)(10 U.S.C. 2533a).
DFARS 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
DFARS 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

DLAD 52.212-9000 - CHANGES - MILITARY READINESS (MAR 2001)

FAR 52.212-1 - INUSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (OCT 2000)

Note: The North American Industry Classification System (NAICS) code and small business size standard for this solicitation is as follows:

NAICS Code: 333999 Small Business Size Standard: 500

### FAR 52.212-2 EVALUATION - COMMERCIAL ITEMS (JAN 1999)

The Government will award a contract resulting from

(a) The Government will award a contract resulting this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Price, Past Performance, Proposed Delivery,
Surge and Sustainment, DLA Mentoring Business
Program, Socioeconomic Support, JWOD Program
Technical and past performance, when combined, are
See Section M - Evaluation Factors for Award
(b) Options. The Government will evaluate offers award purposes by adding the total price for all options the total price for the basic requirement. The Government to exercise the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration fine, the offer is a specified expiration for the offer. Government may accept an offer (or part of an offer), whither or not there are negotiations after its receipt, unless written notice of withdrawal is received before award.

#### FAR 52.212-3 - OFFEROR REPRESENTATIONS AND CERTIFICATIONS -COMMERCIAL ITEMS (JUL 2002)

- (a) Definitions. As used in this provision:
- 'Emerging small business' means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.
- 'Forced or indentured child labor' means all work or service(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.
- Service-disabled veteran-owned small business concerns
- (1) Means a small business concern -(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled
- veterans; and
  (ii) The management and daily business operations of which
  are controlled by one or more service-disabled veterans or, the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

  (2) Service-disabled veteran means a veteran, as defined in
- 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).
- 'Small business concern' means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business the criteria in 13 CFR Part 121 and size standards in this colimitation. solicitation.
- 'Veteran-owned small business concern' means a small bus concern-
- (1) Not less than 51 percent of which is owned by one of veterans (as defined at 38 U.S.C. 101(2) or, in the case any publicly owned business, not less than 51 percent of stock of which is owned by one or more veterans; and ο£ the The management and daily business operations of which are controlled by one or more veterans.
- 'Women-owned business concern' means a concern which sat least 51 percent owned by one or more women; or in the ase of any publicly owned business, at least 51 percent of its is owned by one or more women; and whose management and business operations are controlled by one or more women
- 'Women-owned small business concern' means a small
- to the case of any publicly owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of its stock of which is owned by one or more women;
- Whose management and daily business operations are (2) controlled by one or more women.

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(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration
provide this information to a tentral conclusion database to be eligible for award.)

(1) All offerors must submit the information required in paragraph (b) (3) through (b) (5) of this provision to comply with debt collection requirements 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal
Revenue Service (IRS).
         The TIN may be used by the Government to collect and
(2) The TIN may be used by the Government to extract the report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
(3) Taxpayer Identification Number (TIN).
(1) TIN: 22-2256238
(1) TIN has been applied for.
 () TIN is not required because:
() Offeror is a nonresident alien, foreign
orporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

() Offeror is an agency or instrumentality of a
 foreign government;
          Offeror is an agency or instrumentality of the
 Federal Government;
 (4) Type of organization.( ) Sole proprietorship;
         Partnership:
          Corporate entity (not tax-exempt);
Corporate entity (tax-exempt);
Government entity (Federal, State, or local);
Foreign Government;
           International organization per 26 CFR 1.6049;
      ) International other
             Common Parent.
  ( ) Offeror is not owned or controlled by a common
 parent:
( Name and TIN of common parent:
 Name: Esco Technologies
                   43-1554045
 TIN:
 (c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of
  Columbia.
  Check all that apply
  (1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small
  business concern.
 (2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c) (1) of this provision.] The offeror represents as part of its offer that it ( ) is, ( ) is not a
  veteran-owned small business concern.
    (3) Service-disabled veteran-owned small business concern.
   [Complete only if the offeror represented itself as a
  recomplete only if the offeror represented itself as a veteran-numed small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-numed small business concern in paragraph (c)(2) of this provision.
  this provision.] The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.
  (4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in
  paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it () is, () is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
  women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c) (i) of this provision.] The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.
                                                                                                       [Complete only if
   (5) Women-owned small business concern.
   NOTE: Complete paragraphs (c) (4) and (c) (5) only if this
   solicitation is expected to exceed the simplified acquisition
   threshold.
  (6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it () is, () is not, a
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women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors πay Ιf identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: (8) Small Business Size for the Small Business
Competitiveness Demonstration Program and for the Targeted
Industry Categories under the Small Business Competitiveness
Demonstration Program. [Complete only if the offeror has
represented itself to be a small business concern under
size standards for this solicitation.]
(i) [Complete only for solicitations indicated in an addendum
as being set-aside for emerging small business in one of
four designated industry groups (DIGs).] The offeror
represents as part of its offer that it ( ) is, ( )
is not an emerging small business. (8) Small Business Size for the Small Business (ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) for four designated industry groups (DIGs).] Offeror represents as follows: (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or (B) Offeror's average annual gross revenue for the last fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts). (Check one of the following): Average Annual Gross Revenues
( ) \$1 million or less Number of Employees ( ) 50 or fewer () 50 or rewer () 51 - 100 () 101 - 250 () 251 - 500 () 501 - 750 () 751 - 1,000 ( ) \$1,000,001 - \$2M \$2,000,001 - \$3.5M \$2,000,001 - \$5.5M \$3,500,001 - \$5.00 \$5,000,001 - \$1.0M \$10,000,001 - \$17M () 751 - 1,000 () \$10,000,001 - \$17M () over 1,000 () Over \$17M () [Over 1,000 () Over 1,000 () Over \$17M () Over 1,000 () Over \$17M () Over 1,000 () Over 1 Small a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantage status, the net worth of each individual upon whom the certification is based does not exceed \$710,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or
(B) It () has, () has not submitted a completed application to the Small Business Administration or a P. application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124. Subpart B, and a decision on that application is pending, and that no material charge in disadvantaged ownership and control has occurred since its application was submitted.

(ii) () Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a coint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c (9)(i of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: business concern that is participating in the joint venture: (10) HUBZone small business concern (Complete only if the (10) HUBZone small business concern (Complete only it the offeror represented itself as a small business concern in paragraph (c) (1) of this provision.) The offeror represents, as part of its offer, that -(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns mainthined by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and with 13 CFR part 126; and
(ii) It () is, () is not a joint venture that
complies with the requirements of 13 CFR part 126, and the
representation in paragraph (c) (10) (i) of this provision is accurate for the HUBZone small business concern or concerns

that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

Pach HubZone small business concern participating in the joint venture shall submit a separate signed copy of the HubZone representation.

Representations required to implement provisions of

(d) Representations required to implement provisions of Executive Order 11246--(1) Previous contracts and compliance. The offeror represents that -(i) It () has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and (ii) It () has, () has not filed all required compliance reports.

compliance reports.

(2) Affirmative Action Compliance. The offeror represents

It ( has developed and has on file, ( ) has (i) not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ( written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal
Transactions (31 U.S.C. 1352). (Applies only if the contract
is expected to exceed \$100,000.) By submission of its offer,
the offeror certifies to the best of its knowledge and belief
that no Federal appropriated funds have been paid or will be
paid to any person for influencing or attempting to influence
an officer or employee of any agency, a Member of Congress, an
officer or employee of Congress or an employee of a Member of
Congress on his or her behalf in connection with the award of
any resultant contract.

(f) Buy American Act Certificate. (Applies only if the

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act - Supplies, is included in this solicitation.)
(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled 'Buy American Act - Supplies' and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.
The offeror shall list as foreign end products those end
products manufactured in the United States that do not qualify as domestic end products.
(2) Foreign End Products:
LINE ITEM NO.

COUNTRY OF ORIGIN

#### (List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
(g) (1) Buy American Act - North American Free Trade Agreement - Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled 'Buy American Act - North American Free Trade Agreement - Israeli Trade Act' and that the offeror has considered commonents of unknown origin to the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United

The offeror certifies that the following supplies are (11) The Offeror certifies that the following stapines are MAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled 'Buy American Act - North American Free Trade Agreement - Israeli Trade Act': MAFTA Country or Israeli End Products:

LINE ITEM NO. COUNTRY OF ORIGIN

#### (List as necessary)

(iii) The offer shall list those supplies that are foreign end products (other than those listed in paragraph (g) (1) (ii) of this provision) as defined in the clause of this solicitation entitled 'Buy American Act - North American Free Trade Agreement - Israeli Trade Act.' The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products: LINE ITEM NO. COUNTR

COUNTRY OF ORIGIN

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. (2) Buy American Act - North American Free Trade Agreem ints Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this Alternate I to the clause at FAR 52.225-3 is included in solicitation, substitute the following paragraph (g) (1) (for paragraph (g) (1) (ii) of the basic provision: (g) (1) (ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of the solicitation entitled 'Buy American Act - North American Free Trade Agreement - Israeli Trade Act': Canadian End Products: Line Item No.

(List as necessary) (3) Buy American Act - North American Free Trade Agreements Certificate, Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled 'Buy American Act - North American Free Trade Agreement - Israeli Trade Act': Canadian or Israeli End Products: LINE ITEM NO. COUNTRY OF O COUNTRY OF ORIGIN

(List as necessary) (4) Trade Agreements Certificate. (Applies only if the at FAR 52.225-5, Trade Agreements, is included in this solicitation.) (i) The offeror certifies that each end product, except those (i) The offeror certifies that each end product, except chose listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled 'Trade Agreements.'

(ii) The offeror shall list as other end products those products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

COUNTRY OF ORIGIN

(List as necessary)
(iii) The Government will evaluate offers in accordance with
the policies and procedures of FAR Part 25. For line iems subject to the Trade Agreements Act, the Government will subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribhean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

- Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (An only if the contract value is expected to exceed the (Applies simplified acquisition threshold.) The offeror certifies the best of its knowledge and belief, that the offeror and/or any of its principals--
- (1) ( ) Are ( // are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of frauc or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (3) () Are, ( are not presently indicted for, or otherwise criminally or civilly charged by a Government with, commission of any of these offenses.

CONTINUATION SHEE

- (i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i) (1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Porced or Indentured Child Labor, unless excluded at 22.1503(b).]
- (1) Listed end products. Listed End Product: Rubber Listed Countries of Origin: Burma
- (2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]
- () (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
- ( )(ii) The offeror may supply an end product listed in or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

#### ( ) ALTERNATE I (APR 2002)

(10) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.

[The offeror shall check the category in which its ownership

- Black American
- Hispanic American.
- () Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
  () Asian-Pacific American (persons with origins
- () Aslan-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, The Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong,
- Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
  ( ) Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- Individual/concern, or other than one of the preceding
- (j) Certification Regarding Knowledge of Child Labor for Listed

#### ( ) ALTERNATE II (OCT 2000)

Address. The offeror represents that its address ( ) is () is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at http://www.arnet.gov/References/sdbadjustments.htm.
The offeror shall use the list in effect on the date of this

'Address,' as used in this provision, means the address of the offerors as listed on the Small Business Administration's register of small disadvantaged concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, 'address' refers to the address of the small disadvantaged business concern that is participating in the joint venture

DFARS 252.212-7000 - OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (NOV 1995)

- Definitions.
- As used in this clause-(1) 'Foreign person' means any person other than a United
  States person as defined in Section 16(2) of the Export

Administration Act of 1979 (50 U.S.C. App. Sec. 2415) (2) 'United States person' is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any perminent domestic establishment of any foreign concern), and any domestic establishment of any lotegar concern, as determined controlled in fact by such domestic concern, as determined under regulations of the President. (b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it-(1) Does not comply with the Secondary Arab Boycott of

- Israel; and
- (2) Is not taking or knowingly agreeing to take any act on, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App.

  (c) Representation of Extent of Transportation by Sea.

  (This representation does not apply to solicitations for direct purchase of ocean transportation services).
- (1) The Offsecor shall indicate by sheaking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term 'supplies' is defined in the Transportation of Supplies by Sea clause of this solicitation.
- (2) Representation. The Offeror represents that it--
- () Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting form this solicitation.
- (v) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
- (3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use Ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

All clauses and provisions listed within this individual solicitation are contained in the DSCC Master Solicitation dated AUGUST 2001 (Revision 2). This document can be found at (http://dibbs.dscccols.com/refs/provclauses/). Current clanges to the aforementioned Master Solicitation are contained within this solicitation/award and will supersede any outdated information contained in the Master Solicitation. The clauses/provisions incorporated by reference have the same force and effect as if they were in full text; however, hose having no bearing on the instant acquisition become self-deleting. In the event of an inconsistency between the Master Solicitation and the individual solicitation/award, the provision of the individual solicitation/award shall gov rn.

DSCC NOTE - PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTR CONTRACTOR REGISTRATION: Unless otherwise stated in the remarks section of this contract/order, the payment information contained in the CCR has precedence over any other payment information that may be printed in the Remittance Address field of this contract/order.

#### SECTION B

#### BO3 - DSCC WEB SITE

The DSCC Master Solicitation is available on the Interne via the DSCC Web Site at http://dibbs.dscccols.com/Refs/ProvClauses Also, the full text of FAR/DFARS/DLAD clauses incorporated by reference may be accessed electronically at http://www.dla.mil/j-3/j-336/logisticspolicy/procurement\_inks

#### BOG CHANGES IN PALLETIZATION REQUIREMENTS

Effective October 1, 2001; European countries are restricting shipments of material in or on Non-Manufactured Wood Packaging Material (NMMPM) (i.e., pallets, boxes, crates, etc.) that do not meet the following requirements adopted by the Commission of the European Communities (CEC):

iners produced entirely ----

part of non-manufactured softwood species shall be constructed from Heat Treated (HT to 56 degrees Centigrade for 30 minutes) coniferous material and certified accordingly by an according agency recognized by the American Lumber Standards Committee (ALSC) in accordance with Non-manufactured Wood Packing Policy and Non-manufactured Wood Packing Enforcement Regulations both dated May 30, 2001. All wooden pallets and containers produced entirely of non-manufactured hardwood species shall be identified by a permanent marking of AC', 1.25 inches or greater in height, accompanied by the CAGE code of the contracted manufacturer and the month and year of the contract. On pallets, the marking shall be applied to the stringer or block on opposite sides and ends of the pallet and be contrasting and clearly visible. On containers, the marking shall be applied on a side other than the top or bottom, contrasting and clearly visible.

All contracts and orders where NMWPM may be used to ship material to U.S. forces and Foreign Military Sales customers in Europe are subject to these requirements. This includes all shipments moving through the Container consolidation Points at the Defense Distribution Depots in Susquehanna, PA and San Joaquis Ch. the Container Freight Station in Norfolk VA, and the serial ports of embarkation at Dover, DE; Travis Air Force Pase, CA; Naval Air Station, Norfolk, VA; and Charleston Air Force Base, SC to the affected countries.

Additional information is available on the DSCC Packaging website:
Metp://www.dscccors.com/orrices/packaging/index.html

B15 - ADVANCE NOTICE OF DELIVERY TO CONSIGNEES (OTHER THAN AIR OR WATER TERMINALS (AUG 1985)

#### SECTION D

D03 - PACKING LIST/INVOICE/SHIPPING DOCUMENTS (JUN 2000) (DSCC 52.211-9C17)

(a) A packing list, invoice, or shipping documents shall accompany or be included in ALL shipments.

(b) The document(s) shall include the following:
Complete MARK FOR including requisition (TCN) number; Order
Number; CLIN; National Stock Number (NSN) or Part Number if
NSN is not available; Quantity; Unit of Issue; and Preparation
for Delivery requirements such as MIL-STD-2073 Coded
Packaging, QUP, and Military Preservation Methods.

(c) In addition for all DIRECT SHIPMENTS to overseas AND
domestic consignees, including shipments to Consolication
and Containerization, the documentation with complete MARK FOR
INFORMATION is to be placed in a water-resistant envelope
securely attached to the outside of the shipping container/
exterior pack. (This paragraph 'c' is not applicable to
shipments to a Government Packing Facility)

## D06 - EXPEDITED HANDLING SHIPMENTS (DSCC 52.211-9C15) (JUN 2002)

- (1) The Contractor will mark all 'expedited handling' shipments with identifying labels. 'Not Mission Capable Supply' (NMCS) formerly (NORS) condition '999' shipments with shall be marked with two 999 Labels on each container. For NMCS conditions other than 999, containers shall be marked with two NMCS (formerly (NORS) labels. Tags shall be used when labels are impractical. Place one label adjacent to the address and the other label on the opposite side of the container. Use the largest labels that will fit.
- (2) When shipping overseas by freight, a DD Form 1387, Military Shipping Label (see D07, DSCC 52.211-9C18) is required. Enter the code '999' or 'NMCS' as applicable in the required delivery date (RDD) block, and insert a large '1' in the box entitled Trans Priority.
- (3) Method of shipment will be in accordance with Clause F05 (DCC 52.247-902) or F06 (DSCC 52.247-9C03).

### D07 - LABELS (JUL 2001) (DSCC 52.211-9C18)

DD Form 1387, Military Shipment Labels, are required for all overseas shipments to water or air terminals and Consolidation and Containerization Points and must be used in accordance with 4.3 of MIL-STD-129N. Although use of the DD Form 1387 is not required, it is preferred for shipments to CONUS locations as well. (Labels are not required for Parcel Post shipments to any destination.) A copy of the DD Form 1387 may be downloaded at www.dscc.dla.mil/Offices/Packaging/Forms.html.

D11 - BAR CODING REQUIREMENTS FOR DIRECT VENDOR DELIVERY (DVD) SHIPMENTS (DLAD 52.211-9008) (DEC 2001)

D12 - PREPARATION FOR DELIVERY (DSCC 52.211-9C16) (JUL 2002)

#### 1. DLA Stock Shipments:

All orders for DLA Stock shipments shall be packaged to Military Preservation/and minimum Military Packing (formarly Level C) in accordance with MIL-STD-2073-lD coded packaging requirements, marking in accordance with MIL-STD 129, and Bar-coding in accordance with AIM BC 1 (Uniform Symbology Specification Code 39). The supplemental palletization instruction sheet, Palletization No. DC1636P001 Rev D, will be applicable to each order, when required.

#### 2. Direct Vendor Delivery (DVD) Shipments:

- a. CONUS (within the Continental United States) and O-CONUS (Outside the Continental United States). Priority 01 through 0 Shipments: (Note: For Priority 01 and 02 OCONUS shipments, please contact the transportation office at 614-692-7038 for shipping instructions.)
- (1) Standard commercial packaging in accordance with
- (2) Barcoding in accordance with AIM BC 1 shall apply for all shipments regardless of destination (Also see Clause D11, DLAD 52.211-9008).
- D11, DLAD 52.211-9008).
  (3) Marking shall be i/a/w Mil-Std-129 (latest revision) and include, at a minimum, the following information:

#### UNIT CONTAINER MARKING REQUIREMENT:

Identification Marking:
National Stock Number
Item Nomenclature (Optional)
Quantity (as measured in U/I)
Part Number
Contract Number (including call number, if applicable)
Method of Preservation/Date of Pack

#### SHIPPING CONTAINER MARKING REQUIREMENTS:

Shipping Label: TransportationControl Number

From: Name and address of Consignor

To:
Name and address of Consigned (DODAAC) and in-the-clear address.
Project Code (if applicable).
Piece Number, and total pieces.
WT.
Method of Preservation/Date of Pack

- (4) Bar Code Label is required on shipping documents (See Clause D11, DLAD 52.211-9008).
- b. Priority 09 through 15 and FMS (Foreign Military Sales)
  Shipments Shall be packaged to MIL-STD-2073-1D, marking
  1/a/w MIL-STD-129 (latest revision). The supplemental
  palletization instruction sheet, Palletization No. DC1636P001,
  will be applicable to each order, when required. (Packaging
  code requirements will be provided upon award of contract
  or in individual delivery orders not issued electronically).
- c. Credit Card Orders: Packaging shall be in accordance with the Contractor's commercial practice, which will ensure acceptance by the carrier.
- 3. Fast Pay Orders: The outer shipping container for Fast Pay DLA direct vendor delivery orders must be marked 'FAST PAY.'

NOTE: A signed DD 250 is not required when Fast Pay is lised. However, for FMS, if a vendor chooses to invoice with other than DD 250, the following additional items shall be included on shipping documents/packing list/invoice: FMS Case Identifier Number (the case number always consists of the last three positions of the supplementary address; e.g., CFU,) Unit Price/Total Price, and Project Code (if applicable). Vendor may still choose to use the DD 250 Form.

4. Oxygen Cleaning: Items that require oxygen cleaning shall be cleaned, packaged to Military Preservation/and minimum Military Packing (formerly Level C) in accordance with MIL-STD-2073-1D and MIL-STD-1330.

	Solicitation Number:			AGES				
CONTINUATION SHEL	SP0700-03-1	· · · · · · · · · · · · · · · · · · ·	99	.38				
5. Hazardous Material: Packaging for hazardous material shall comply with applicable requirements for Perform Oriented Packaging contained in the International Civ Aviation Organization (ICAO) Technical Instructions, paragraph 1.4 of chapters I and 3, or the Internation Maritime Dangerous Goods Code (IMDG), both of which c with the United Nations (UN) Recommendations on the T of Dangerous Goods, and with Code of Federal Regulati Title 29, Title 40 and Title 49. All performance test requirements shall be supported by certificates and r attesting to the date and the data results obtained f performance oriented packaging testing. The contract not a self-certifier, shall be responsible for assurithird party sources providing performance testing ser are, in fact, registered with the Department of Transportation. The contractor's signed certification packaged configuration meets ICAO or IMDG requirement be incorporated on the DD form 250, Material Inspecti receiving Report, or other related acceptance document DD Form 250 is not used. All certificates and reports available for inspection by authorized Government	and the ite ite ite ite ite ite ite ite ite it	zip code)						
Material will be offered for transportation by Milita see clause D08, DSCC 52.211-9C20, Special Handling Data/Acknowledgement.	ry air							
6. Prohibited Cushioning and Wrapping Materials: Use of excelsior, newspaper, shredded paper (all types, incl paper), and similar hygroscopic or non-neutral materiall types of loose-fill materials, including polystyr prohibited for application such as cushioning, fill, and dunnage.	als and Applic	able to CLIN(s):						
7. Any questions concerning packaging may be addressed calling DSCC-VSP at 614-692-3345 (commercial) or DSN	d by 850-3345.							
FAX:614-692-1901.								
D14 - PALLETIZATION REQUIREMENTS (DSCC 52.211-9C01) (JUL 2002)  Shipments of identical items packed in four or more a containers exceeding a total of 48 cubic feet per deshall be palletized except when the shipping container required to be skidded or a quantity of four shipping containers per pallet exceeds the size or weight limit	hipping tination rs are PACKAG	sable to CLIN(s):						
for palletized loads. Complete information concerns requirements for palletization can be found at:	Applic	tame as Offeror sable to CLIN(s): All quoted						
http://www.dscccols.com/downloads/packaging/dc1636pd	01.doc							
SECTION E  E02 - INSPECTION OF SUPPLIES-FIXED PRICE (FAR 52.246 (AUG 1996)	( ) C	ame as above Other (CAGE, Name, Street Address, C Ode)	ity, State and	1				
E03 - INSPECTION AT ORIGIN (DECC 52.246-9C01) (JUN 2	001)							
(a) Inspection for compliance with contract requir will be performed at origin by an authorized Governm inspector.	<u></u>							
(b) Inspection prior to shipment will be based on following:  (1) For CLIN(S) described by a Military or Feder specification or purchase description contractor mus evidence showing compliance with all contract and specification requirements including preparation for (2) For CLIN(S) described by manufacturer's name	present Applic	cable to CLIN(s):						
part number,  (i) Contractor must present evidence of perfor all quality assurance requirements specified in the and assure that item will serve its intended purpose performing examinations and tests to determine (A) completeness of item, (B) absence of rust, contamina deterioration, (C) correct identification, (D) absendamage, and (E) compliance with preparation for delithe contractor is not the manufacturer of the suppli	mance of contract by tion, or ce of any very. If							
evidence must be furnished to establish that the sup	plies were Applic	cable to CLIN(s):						

E04 - ACCEPTANCE AT ORIGIN (DSCC 52.246-9C02) (NOV 1995

Acceptance will be performed by an authorized Government Representative at origin. The point of acceptance will be the point of last inspection before shipment unless otherwise indicated by the offeror.

NOTE: For contracts awarded on F.O.B. Destination basis, contractor must comply with FAR 52.247-48, FOB Destination

CONTINUED ON NEXT PAGE

evidence must be furnished to establish that the supplies were produced by the manufacturer.

(ii) The word 'manufacturer' means the actual manufacturer of each CLIN. The QAR may require that evidence be furnished establishing the name and address of the plant that manufactures each CLIN to assure that a domestic product is being supplied.

(3) For CLIN(S) designated as Former Government Surplus (whether described by manufacturer's name/code and part number, or by Military or Federal specification or drawing); the original package markings of each item shall be verified to previous Government contract number and part number (as

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-Evidence of Shipment, in order for payment to be made prior to receipt of the supplies at destination. Contracts for commercial items awarded under Part 12 procedures must be in accordance with the requirements of 52.212-5.

E06 - MATERIAL INSPECTION AND RECEIVING REPORT (DFARS 252.246-7000) (DEC 1991)

E08 - INSPECTION AT DESTINATION (DSCC 52.246-9C05)

E09 - ACCEPTANCE AT DESTINATION (DSCC 52.246-9C06) (NOV 1995)

E14a - HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (TAILORED ISO 9002) (FEB 1999) (DSCC 52.246-9C44)

furnished, the Contractor represents it is offering to furnish

items produced in a manufacturing facility conforming to the higher-level quality standard required in this purchase order/contract. When requested, either prior to award or at time of Government inspection, the Contractor shall furnish evidence to document this representation (e.g., the Contractor's purchasing system contracts and records; in-plant

audits of the manufacturer's quality system by third parties; registration/certification documents; and/or other relevant supporting documents).

E15 - CERTIFICATE OF CONFORMANCE (FAR 52.246-15) (APR 1984)

E16 - CERTIFICATE OF QUALITY COMPLIANCE (DLAD 52.246-9000) (DEC 1994)

E18 - PRODUCT VERIFICATION TESTING (DLAD 52.246-9004) (JUN 1998)

E22 - WARRANTY (DSCC 52.246-9C11) (APR 1985)

#### SECTION F

F05 - SHIPPING INSTRUCTIONS (DOMESTIC) (DSCC 52.247-9C02) (MAY 2002)

Comply with paperwork requirements of Clause D03 (DSCC 52.211-9C17), 'PACKING LIST/INVOICE/SHIPPING DOCUMENTS'.

MAIL INSTRUCTIONS (NOT applicable to APO/FPO addresses):
Route domestic shipments within mail limitations as follows
based on the TP (Transportation Priority) reflected in the
'MARK FOR' data with each CLIN. Commercial small parcel
carrier (e.g., UPS or Federal Express) is an acceptable mode
of shipment to domestic addresses.

(1) Ship all NMCS, 777, and 999, regardless of TP or distance, by COMMERCIAL SMALL PARCEL CARRIER.
(2) Ship TP 1 and 2 (IPD 01-08) by PRIORITY MAIL or

most economical comparable mode.
(3) Ship TP 3 (IPD 09-15) and all stock locations (not

coded) by SURFACE PARCEL POST (Fourth Class) or most economical comparable mode.

(4) The cost of parcel post insurance will NOT be paid by the Government.

## FREIGHT INSTRUCTIONS (DOMESTIC)

(1) Ship all NMCS, 777, and 999, regardless of TP or distance COMMERCIAL SMALL PARCEL CARRIER.

(2) For TP 1 and 2 (IFD 01-08) weighing under 250 pounds, use AIR FREIGHT and specify AIR on the invoice. EXCEPTIONS: If destination is within 600 miles of origin, use

regular surface transportation.
(3) For all other freight shipments contact the cognizant transportation officer for delivery and carrier routing instructions (see clause F04, DSCC 52.247-9C04). (4) Advance telephonic notice of delivery must be

given by the carrier to the Consignee's Transportation officer (Transport Control/Prelodge Desk) at least 24 hours prior to delivery of freight shipments (other than small parcels) and

bills of lading must be annotated to reflect this requirement. bills of lading must be annotated to reflect this requirem Addresses for direct shipments within CONUS and Canada sre shown 'in the clear' with each individual CLIN on Schedule Continuation Sheet(s) in each order. Addresses for stock shipments are shown with each individual CLIN on Schedule Continuation Sheet(s) in each order.

F06 - SHIPPING INSTRUCTIONS (EXPORT) (DSCC 52.247-9C03) (JAN 2002)

Comply with paperwork requirements of Clause D03, 'Packing List/Invoice/Shipping Documents'. Packaging and marking in accordance with instructions in Section D.

MAIL INSTRUCTIONS (APO/FPO Addresses) Shipments within mail limitations will be routed to the address cited with each CLIN in the following manner, besed on the TP (Transportation Priority) reflected in the 'MARK FOR'

data with each CLIN: (1) U.S. Mail is the only mode authorized for shipments addresses.

addresses.

(2) Commercial small parcel carrier, (e.g., UPS, RES or Federal Express) and Commercial Motor Carriers are NEVER an acceptable mode to any APO/FPO address. A small parcel carrier may NOT be used for any destination in Alaska, Hawaii or Puerto Rico unless the carrier guarantees delivery to THAT

or Puerto Rico unless the carrier guarantees delivery to THAT SPECIFIC CONSIGNEE.

(3) Parcel post shipments to an APO/FPO address must be annotated under the return address as follows: 'CONTENTS OFFICIAL USE - EXEMPT FROM CUSTOMS REQUIREMENTS:

(4) For TP1, TP2, (IPD 01-08), 999, NMCS, regardless of distance from origin to the APO/FPO address, contact the cognizant transportation office prior to shipment. Shipments must be packaged for transportation by Military Air (MII AIR). See DOS. See D08.

(5) For TP3 (IPD 09-15), use SURFACE PARCEL POST (Fourth Class)

(6) Contact the Transportation Officer prior to shipping via parcel post when a single CLIN consists of more than one package, (See Special Clause F04.)

(7) The cost of parcel post insurance will NOT be raid by the Government.

FREIGHT INSTRUCTIONS (To Air or Water Ports and CCPs):

(1) Contractor must comply with the requirements of FAR 52.247-52, Clearance and Documentation Requirements - Shipments to DoD Air or Water Terminal Transshipment Points (APR 1984), which is included in this Master Solicitation by reference at Clause FO1.

(2) Contact the Government Transportation Office at the Contract Administration Office indicated in Block -7 of DD Form 1155 (page 1 of an order) (see Special Clause F04) shipping instructions at least ten days prior to the FIFM date supplies will be available for release to the carrier.

(3) Shipments to Container Consolidation Points (CCPs):

(a) Shipments directed to a CCP shown with each individual CLIN on Schedule Continuation Sheet(s) will be prepared and shipped in accordance with instructions in Clauses 'DO6.'

(b) Contact the Transportation Officer for shipping instructions for the following CCP shipments:

(i) Cargo requiring refrigeration/tempereture

(ii) Classified or sensitive items requiring

signature control.

signature control:

(iii) When dimensions of an item or package
exceed 456 inches (38 feet) long by 89 inches wide by 80
inches high, or weight exceeds 10,000 pounds. Cargo can
exceed any one of the dimensions or the weight.

(iv) When volume or weight constitutes a full Cargo carnot

SEAVAN load for each activity (DODAAD) code.

(v) Hazardous Material such as material which is flammable, corrosive, combustible, explosive, toxic, radioactive, unduly magnetic, or which contains oxidizing

agents.

(vi) Type 1 shelf life items, (vii) TP1 and 2 (IPD 01-08) with RDD of 999, 777,

or 555.
NOTE 1: For shipments weighing less than 10,000 pounds which will NOT be tendered as a carload or truckload, above detamust be furnished only five (5) days prior to scheduled shipment date.
NOTE 2: DO NOT SHIP PRIOR TO FURNISHING REQUIRED DATA!

NOTE 3: Invoices must specify clearly when shipment is made by

ADVANCE NOTICE OF DELIVERY: Telephone notice of delivery must be given by the carrier to

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the Consignee Transportation Officer (Transport Control/Prelodge Desk) at least 24 hours prior to delivery of freight shipments (other than small parcels) and bills of lading must be annotated to reflect this requirement.

FREIGHT SHIPPING ADDRESSES:

Mail address of the ultimate Consignee and 'MARK FOR information required as part of the address for parcel post or freight shipments, as applicable, are included with the data cited with each individual CLIN. When shipment is over parcel ost limitations, the Contractor will comply with the paragraph above and ship in accordance with instructions furnished by the Transportation officer. Addresses of Aerial terminals will be furnished by the Transportation Officer as required. (PARCEL POST SHIPMENTS WILL NOT BE MADE TO WATER OR AIR TERMINALS).

F14 - SHIPPING INSTRUCTIONS (DSCC 52.247-9C12) (JUL 1995)

#### F16 - FOREIGN MILITARY SALES (FMS) FOB DESTINATION SHIPPING 247-9005)

For all Foreign Military Sales (FMS) requirements with FOB point at destination items shall be shipped by a carrier that can provide evidence of shipment or proof of delivery in compliance with MAPAD (Military Assistance Program Address compliance with MAPAD (Military Assistance Program Address Directive) and DOD 4500.9-R, not by parcel post unless registered or shipped by some other traceable means. The contractor shall provide proof of shipment/delivery to the cognizant Transportation Office. The contractor is only responsible for transportation costs to the freight forwarder or Government port (except for Canadian FMS that are shipped direct to Canadian addresses).

NOTE: The following fill-in location area below does not pertain to IDC basics and corporate contracts.

For FMS requirement with FOB point at destination, use:

(City, State, and Zip Code)

(City, State, and Zip Code) as tentative shipping location so that transportation costs are included in quote.

F33 - F.O.B. - DESTINATION (FAR 52.247-34) (NOV 1991)

#### SECTION H

#### H-09. ELECTRONIC INVOICING (DSCC 52.232-9C04) (OCT 2000)

This contract will require the offeror to transmit all rnis contract will require the offeror to transmit all invoices electronically. This involves entering into a Trading Partner Agreement with DFAS-Columbus, where the offeror must first register with DFAS-CO, and then go through a testing process before actual live invoices will be accepted for payment. Vendors may invoice electronically either by using a Value Added Network, or by using the DFAS Web Invoicing System (WInS).

For detailed information concerning electronic involcing applications, EDI transaction sets, and ANSI X12 standards that are currently being used, the offeror should call the EDI Office at DFAS-CO, telephone 614-693-6686 or 614-693-5627. Vendor may also visit the following DFAS Web Sites to learn more about Electronic Invoicing:

https://ecweb.dfas.mil

This above site is for DFAS-CO Web based Invoicing System (WIns). Look under the Help Button for 'These are your Web Invoice Test Partners'

http://www.dfas.mil

Under the topic of Electronic Commerce there is a description of all DFAS EDI Initiatives.

## H12 - ADDITION/DELETION OF ITEMS ON SCHEDULE (OCT 1999) (DSCC 52.215-9C13)

(a) The Government reserves the right to unilaterally delete items which were available from only one manufacturer at the time of award, in the event that an alternate source of supply becomes available or the Government's requirements are modified to provide for full and open competition. The

day advance notice to th Government will provide a 30 day advance notice to t contractor prior to deleting any NSN from the contract.

- New or replacement items may be added to the contract by bilateral modification, and the parties will negotiate the prices for these items. All new requirements are subject to synopsis prior to addition to the contract.
- Discontinued Items:
- (1) The contractor agrees to immediately notify the Government when an item is to be discontinued by the manufacturer. This notice must be in writing, and these items will be deleted from the contract.
- If the manufacturer considers another item as a suitable (2) If the manufacturer considers another item as a suitable replacement for the discontinued item, the contractor will advise the Government of the replacement item at the time it gives notice that the item is being discontinued. If the Government elects to include the replacement item in the contract, the contract will be modified accordingly.

  (3) If an item is discontinued without replacement, the contractor may also advise the Covernment of alternate sources of supply for an item which is equivalent in form, fit and function. Heaven the contractor should not incur any doctor.
- -the

in seeking an alternate source of supply without first seeking the approval of the Contracting Officer. (4) The Government has the option to make a last time order,

or series of orders, within 120 days after receiving written notification of the discontinued item. Such order, or orders, may be made at an increase of N/A percent over the orders, may be made at an increase of N/A percent over the maximum order limitation called for in this contract, or at a quantity not to exceed \* if there is no maximum order quantity not to exceed \* If there is no maximum order limitation, with the delivery schedule to be negotiated by the parties. Notwithstanding these limitations, the contractor shall honor any last time order unless it is returned to ordering office within 10 days after issuance, with written notice stating the contractor's intent not to ship the quantity of items called for and specifying the maximum quantity available for shipment.

\*to be negotiated

#### H13 - ORDER TRANSMISSION (DSCC 52.215-9C20) (FEB 2001)

Supplies procured through the Defense Supply Center Columbus (DSCC) may be ordered via the Paperless Order Placement System (POPS) or the Electronic Procurement Program Interface (POPS) or the Electronic Procurement Program Interface (EPPI). paperless order transmission:

() Electronic Data Interchange (EDI) transmissions in accordance with ANSI X12 Standards through a registered Value Added Network (VAN)

( Electronic Mail (email) award notifications containing Web links to electronic copies of the DD Form 1155, Order for Supplies or Services (orders are stored in Postable Document Format (PDF) and accessing them requires a free Adobe Acrobat Reader plug-in)

Offerors choosing email notification for order transmission Offerors choosing email notification for order transmission shall register their email address on the DSCC Internet Bid Board System (DIBBS) at http://dibbs.dscccols.com within 7 days after date of award. Successful offerors are responsible for updating DIBBS when there is a change in the email address for receipt of orders. The applicable email address is contained in the DIBBS registration under the section extitled 'E-Mail Address for Receipt of DSCC Awards / Information.'

Offerors choosing EDI for order transmission will receive transaction sets at time of award. The Contractor shall acknowledge receipt of each order by transmitting a functional acknowledgement or order receipt message within 24 hours, except for weekends and holidays where acknowledgement shall be the next working day. Failure to establish system(s connectivity for successfully receiving and processing DI orders within 30 days after date of award may be ground; for termination of the contract by the Government.

Issuance of an EDI transmission or email notification constitutes a binding order. Successful offerors are authorized and expected to commence performance upon releipt. The statement 'POPS Auto Award' or 'EPPI Auto Award' in block 24 of the DD Form 1155 constitutes the contracting officer's

NOTE: Questions concerning POPS or EPPI should be directed to Paul Bosak at (614) 692-3559.

## CONTINUATION SHE

H-15. SURGE AND SUSTAINMENT (S&S) REQUIREMENTS (DSCC 52.217-9C23) (JUL 2001)

Surge and sustainment (S&S) capability is defined as the ability of the contractor to meet increased quantity/ accelerated delivery requirements, using supplier base capabilities, in support of a broad spectrum of possible contingencies. The S&S capability refers to an overall capability. This ability includes both a capability to ramp-up quickly to meet early requirements (i.e., surge), as well as to sustain an increased pace throughout the contingency(s) (i.e., sustainment). The spectrum of possible contingencies includes major theatre warfare and smaller-scale contingency operations. The increased quantity/accelerated delivery requirements are those above and beyond normal peacetime requirements.

CLIN 6000 identifies the S&S requirements. The requirements should be priced based on delivering the stated quantity within the stated delivery timeframes. The Government may issue an order or series of orders equaling the surge quantities. Orders for the S&S requirements will be placed by issuence of written or electronic orders. S&S orders will not count towards the contract maximum.

As part of S&S, the contractor is required to conduct a capability assessment which demonstrates the contractor's strategy and plans to meet the S&S requirement.

- (X) See provision L40. The contractor's submission to this provision constitutes the capability assessment.
- () At the contracting officer's direction, the contractor will be required to submit the capability assessment after award.
- If the contractor identifies that S&S investments are needed in order to provide the S&S requirement, then the contractor must identify the costs in CLIN 6002. The contractor must provide the reasons the investments are needed for these items, a detailed explanation of what will be purchased, the S&S capability to be gained, the basis for the estimated costs of these investments, an analysis of what surge strategies were examined and why the proposed strategy is the most cost-effective. See I136 for additional information on allowable surge investment costs.
- If the S&S proposal shows S&S investments are needed, (as documented and priced in CLIN 6002), the contractor shall have full capability of providing the S&S requirements identified in Section B of the solicitation, within 90 days after receipt of investment funds/material from the Government.
- If the S&S proposal shows no S&S investments are needed, the contractor shall have full capability to provide the S&S requirements identified in Section B of this solicitation upon award

After award, the contractor may be required to submit a test plan for the S&S requirements. After approval by the Contracting Officer of the S&S test plan, the contractor may be required to conduct S&S tests, or allow the government to perform S&S tests to validate the S&S capability. These tests may be in the form of paper exercises, simulations, command post exercises, or participation in live exercises (to include the Joint Chiefs of Staff (JCS) and Commander in Chiefs (CINC) exercises), or any other methodology that can validate the S&S capability.

The contractor shall maintain the S&S capability throughout the life of the contract. Any significant changes in the contractor's supplier base capabilities that would impact the contractor's S&S capability, shall be reported in writing to the Contracting Officer immediately after the contractor becomes aware of the change.

The Government may refine, reassess, or update its S&S requirements during the life of the contract, or the contractor's supplier base capabilities may change during the contract period. Either of these conditions may necessitate the contractor's reassessment of its supplier base capabilities and development of new/changed S&S strategies.

Changes in S&S requirements will be made through bilateral contract modifications. Changes in contractor S&S capabilities will be made through contractor submission of a revised S&S capability assessment and revised test plan (if applicable) that addresses the changes.

The contracting officer shall evaluate both the revised S&S capability assessment and the revised S&S test plan (if

applicable) for acceptability. The government reserves the right to require additional assessments/plans if the initial or any subsequent submissions are not approved.

If S&S investments are needed as a result of changed circumstances, the revised S&S capability assessment must provide the reason(s) investments are needed for these items, a detailed explanation of what will be purchased, the S&G capability to be gained, the basis for the estimated costs of these investments, an analysis of what surge strategies were examined and why the proposed strategy(ies) is(are) the most cost-effective.

The above language does not limit the government's right any time after award. to perform inspections or test the contractor's S&S capability. In the event a contingency before the contractor develops full S&S capability to address changed circumstances, or the contingency requirements e those defined in Section B, the contractor shall support requirements to the maximum extent possible.

If the contractor fails to perform in accordance with the requirements set forth, a contingency(s) arise before the contractor has established full S&S capability to address changed circumstances, or other circumstances create a need, the government has the right to take any action necessar/ to obtain S&S requirements from other sources (including so in the contractor's supplier base). This language does not relieve the contractor from responsibility for providing peacetime level quantities during the contingency (i.e.: non-surge requirements).

#### SECTION I

101c - SOLICITATION CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

DFARS 252.204-7004 - Required Central Contractor Registration (NOV 2001)

104 - Y2K COMPLIANCE NOTICE (DLAD 52.239-9000) (JUN 2002)

#### 109 - INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified ir the order. The contract shall govern the Contractor's and Government's rights, and obligations with respect to the order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year from the expiration date of this contract or final scheduled delivery date under any delivery order places hereunder, whichever is later.
- I12 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2001) (DLAD 52.233-9001)
- (a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternate dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the part rejecting ADR to be inappropriate for resolving the dispute.
- (b) Before either party determines ADR inappropriate, party must discuss the use of ADR with the other party. the documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1, or the agency, by the contracting officer, and approved at level above the contracting officer after consultation with the ADR Specialist and with legal cousel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.
- (c) If you wish to opt out of this clause, check here ( ).
- 120 PRODUCTION FACILITY CHANGES (DSCC 52.215-9C04)
  (APR 1985)

126 - CONTRACT LIMITATIONS (MULTIPLE NSNs) (DSCC 52.216-9C14) (APR 2001)

- (i) There may be more than one award under this solicitation, but the same National Stock Number (NSN) will not be awarded to more than one offeror. If more than one award is made in this manner, this process is referred to as a 'SPLIT AWARD.'
- (ii) The 'CONTRACT MAXIMUM' for the entire solicitation quantity will be 10,229,398 for the base contract period and each individual option period, which is the total of the individual maximum quantities or dollar estimates for all NSNs.
- (iii) The 'CONTRACT MINIMUM' for the entire solicitation quantity will be \$255,735 for the base contract period and

each individual option period, which is the total of the individual minimum quantities or dollar estimates for all NSNs. The contract minimum applies to the entire range of items solicited and does not quarantee that the Government will purchase any particular guantity or dollar amount of any NSN.

- (iv) In the event of a SPLIT AWARD, the minimums for the individual NSNs actually awarded to each offeror will be totaled to determine the minimum quantity or dollar value of that offeror's award.
- 128 PRIORITY RATING FOR VARIOUS LONG-TERM CONTRACTS (DLAD 52.211-9004) (MAR 2000)
- 131 CONTRACT PERIOD (DSCC 52.216-9C03) (MAR 1981)
  - a. (X) on date of award;( ) on a date to be specified not later than days after date of award.
- 133a ORDERING (FAR 52.216-18) (OCT 1995)
- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders issued by the Defense Supply Center, Columbus. Such orders may be issued from date of contract award through 365 days after date of award
- 134 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)
- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than NO MINIMUM [insert dollar figure or quantity], the Government is

not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

- (b) Maximum order. The Contractor is not obligated to
- (1) Any order for a single item in excess of
  NO MAXIMUM [insert dollar figure or quantity];
  (2) Any order for a combination of items in excess of [insert dollar figure or quantity]; or
- (3) A series of orders from the same ordering office within days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this
- exceeding the limitation in subpartique, (1) of (2) section.

  (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- paragraph (b) of this section.

  (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 20 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.
- 135 ESTIMATED TOTAL QUANTITY (DSCC 52.216-9C20) (AUG 2001)
- a. The estimated total quantity the Government expects to order during each contract year is as follows:

CLIN(s) QUANTITY

CLIN(s)

QUANTITY

See ADQ

b. In the event this solicitation provides for a partial set-aside the estimated total quantity for the set-aside portion is as provided in the clause entitled 'Set-Aside Portion' set forth in Section I of the solicitation.

NOTE: It is anticipated that the quantities listed will remain constant for the additional option term indicated in Clause I40, I41, or I54.

## I41 - EXTENSION OF CONTRACT TERM (JAN 2000) (DSCC 52.217-9C12)

- a. The contract term, at the option of the Government, may be extended for additional yearly periods by the Produring Contracting Officer mailing or furnishing notice of extension to the contractor at least 14 days prior to the expiration date of the contract.
- b. If the Government exercises this option for extension of the contract term, the contract as extended shall be deemed to include this option clause. However, the total durate this contract, including the exercise of any options under this clause, shall not exceed 5 years.
- this contract, including the exercise of any options that
  this clause, shall not exceed 5 years.
  c. The contract prices shall apply during an extension of
  the contract term, unless different prices for the extended
  contract term are entered in the space provided in Section B.
  d. This clause will be used in evaluation of offers
- NOTE: Failure to accept option years as requested may result in rejection of offer.

# 143 - FIRST ARTICLE APPROVAL - CONTRACTOR TESTING (FAR 52.209-3)(SEP 1989) WITH ALTERNATE I (JAN 1997)

- (a) The Contractor shall test unit(s) of Lot/Item
  SEE SECTION B , NSN SEE SECTION B as
  specified in this contract. At least 10 calendar days
  before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing of the sime and location of the testing so that the Government may witness the tests.
- (b) The Contractor shall submit the first article test report within 60 calendar days from the date of () this contract, /or (X) first delivery order under this contract, to:
- (2 Copies) Defense Supply Center Columbus
  P.O. Box 16704
  ATTN: Contracting Officer \_\_\_\_(see 'Issued By' block page 1 of award document)
  Columbus, OH 43216-5010
- (1 Copy) DCMA Administrative Contracting Officer of the Inspection Activity cited in the 'Administered By' block on page 1 of the award document, marked.
  'FIRST ARTICLE TEST REPORT:

Contract Number , Lot/Item No. Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the contractor, in writing, of the conditional approval, approval of the first atticle. (The approval time specified in this paragraph shall begin on the date the Contracting Officer receives the test report.)

## I43a - ADDITIONAL REQUIREMENTS - FIRST ARTICLE APPROVAL CONTRACTOR TESTING (DSCC 52.209-9007)(OCT 2001)

- First Article Testing is required and shall be performed in accordance with:
- $(\ensuremath{\mathsf{X}})$  The specifications as found in Section B of the solicitation/award.
- ( ) The following:

and DD Form 1423, Contractor Data Requirements List, as applicable.

2. The cost entered in CLIN 9907 shall include all costs

Solicitation Number: SP0700-03-R-4150 PAGE OF PAGES

associated with the testing, and the cost of the First Article test report, if any. Offers that do not cite a price for the First Article testing and the test report, or do not specify that there is no separate charge for the testing and test report, shall be evaluated under the assumption that there is no charge for the testing and test report.

- 3. First Article Testing and approval shall be required unless the offeror submits, with this offer, evidence of prior qualification sufficient for the Government to approve a waiver of the First Article test requirement for this acquisition. Such evidence may include the submission of contract numbers, if any, to document the offeror's eligibility for waiver.
- 4. a. The Inspecting Activity Quality Assurance
  Representative (QAR) shall witness the First Article Testing.
  b. The contractor shall prepare the First Article test
  report in accordance with the latest issue of Data Item
  Description DI-NDTI-80809B, entitled, 'Test/Inspection
  Report'. The contractor shall present the completed report to
  the QAR. The QAR shall review the report, prepare

Contracting Officer at the address identified in clause I43. (Follow alternate distribution instructions if Clause I06 is

- The First Article will be retained by the () The First Article will be retained by the contractor and may be reconditioned for acceptance as part of the order quantity; however, at least one approved First Article unit shall be held by the contractor at the production facility until all production quantities have been produced and accepted. This First Article unit shall be referred to as a production or manufacturing standard and baseline for examination if defects are reported on delivered material, or problems are encountered during production.
- () All units of the First Article shall be retained by the Contractor as production standards, and shall not be submitted for acceptance as part of the order quantity.
- ( ) Other:

( ) 6. Additional Notes:

158 - HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FAR 52.223-3) (JAN 1997)

MATERIAL IDENTIFICATIONNO. (If none, insert 'None')

None

162 - OZONE-DEPLETING SUBSTANCES (FAR 52.223-11) (MAY 2001)

Contains (or manufactured with, if applicable

- a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.
- The Contractor shall insert the name of the substance(s).

163 - HAZARD WARNING LABELS (DFARS 252.223-7001) (DEC 1991)

MATERIAL ACT (If none, insert 'None')

None

164 - MATERIAL SAFETY DATA SHEETS AND HAZARD WARING LABELS (DLAD 52,223-9000) (MAR 1992)

- (2) Check here ( ) if an MSDS accompanies your offer. Where this is the case, the MSDS must be identified to the offer, and must cite the solicitation number and the applicable CAGE code of the manufacturer, the part number. and, where so identified, the National Stock Number (NSN) .
- 180 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

184 - QUALIFICATION REQUIREMENTS (FAR 52.209-1) (FEB 1995)

Offerors should contact the agency activity designated below orierors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

Name: Naval Air Systems Command

49310 Ch

Patuxent River, MD 20670

Commander, Naval Air Systems Command, Code 4.3.5.2

Standardization Document Order Desk Bldg 4, Section D 700 Robbins Ave Philadelphia PA 19111-5094

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided. Offeror's Name: Manufacturer's Name

Source's Name: Item Name:

Service Identification:

Test Number (to the extent known):

NOTE: The applicable QPL(s) is: 5504-35

1136 - LIMITATIONS ON USE OF SURGE AND SUSTAINMENT (SES) INVESTMENTS (DLAD 52.217-9006) (JUL 1999)

The contractor shall limit investments in surge and sustainment (S&S) materials or other S&S capabilities paid for through DLA's industrial preparedness funds in the folkwing

These investments can only be made to meet S&S requirements in support of major theatre warfare or smaller scale contingencies. They cannot be made to meet spiker peacetime demand, nor to meet peacetime level quantities supplied during a contingency.

(b) Investments shall not be made when substitute items or

alternate manufacturing processes are available.
(c) Investments must be the most cost-effective means ensuring S&S capability.

(d) Investments shall be made only for raw materials and partially finished parts needed to provide long lead-time items in shorter time frames. Investments in finished parts or in support of items with short lead-times cannot be made.

(e) Only when the level of DLA and MILSVC (when MILSVC customer base is limited) assets related to the specific customer base is limited) assets related to the specific customer base served under the contract, and commercial inventories and production capacities in the contractor's supplier base are insufficient to meet both peacetime and S&S requirements, should S&S investments in materials be made.

requirements, should S&S investments in materials be made.

(f) Investments shall not be made for MILSVC managed it ems.

(g) S&S investments made shall not be used as a safety stock (i.e., to meet peacetime spikes in demand).

(h) The contractor shall not access S&S investments for any purpose other than to support the contingencies indicated in paargraph a, unless such access has been authorized by the Contracting Officer in writing. Offerors/contractors shall describe any desired access to the S&S investments and consideration offered to the government for this access in their S&S proposals/S&S capability reports. However, written approval from the contracting officer must be provided prior to implementing any proposed access.

## RECD JAN 02

Family 1			1. CONTRACT ID	CODE	PAGE OF	PAGES
AMENDMENT OF SOLICITATION	N/MODIFICATION O	F CONTRACT			1	1
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO.			NO. (If applie	able)
0001	2002 DEC 20	IQC02136007003			(,,11	
6. ISSUED BY CODE	SP0700	7. ADMINISTERED BY	(If other than Item (	() CO	DE	
Defense Supply Center Columbus 3990 East Broad St. P.O. Box 16704 Columbus,OH 43216-5010 Initiator: Teresa Knotts, PPPLCA4 (614) 692 (614)692-4759 E-mail: Teresa_Knotts@dscc.dla.mil						
8. NAME AND ADDRESS OF CONTRACTOR (No.	, street, city, county, State an	d ZIP Code)	(x) 9A. AMENDA	IENT OF SOLI	CITATION N	<b>b</b> .
			97	0700-03-R-		
			1 1	SEE ITEM 11)		
				2002 NOV	<del></del>	
			10A. MODIFIC	CATION OF C	ONTRACT/OF	DER NO.
			10B, DATED	(SEE ITEM 13	')	
CODE	EACH PRIVICEDE		+   100.000	(000 110.77 10	,	
	FACILITY CODE   M ONLY APPLIES TO	AMENDMENTS OF	SOLICITATIO	NG	<del></del>	-
X The above numbered solicitation is amended as set forth			SOLICITATIO:	7		
the same of the sa	•	•	_		15 ne	t extended.
Offeror must acknowledge receipt of this amendment prior to the	ne nour and date specified in the so	dicitation or as amended, by on	e of the following metho	ds:		-
(a) By completing Items 8 and 15, and returning submitted; or (c) By separate letter or telegram which includes a THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS amendment you desire to change an offer already submitted, suc amendment, and is received prior to the closing hour and date sp 12. Accounting and Appropriation Data (If required)	reference to the solicitation and a SPRIOR TO THE HOUR AND D. ch change may be made by telegra	ATE SPECIFIED MAY RESUL	OF YOUR ACKNOW!	EDGMENT TO	BE RECEIVED	AT s
12. Accounting and Appropriation Data (1) required)						
13 THIS ITEM A	PPLIES ONLY TO MC	DIEICATIONS OF C	ONTED A CTC/OD	DEDC		
· · · · · · · · · · · · · · · · · · ·	THE CONTRACT/OR					
(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT T					ORDER NO. IN	ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS appropriation data, etc). SET FORTH IN ITEM 1	MODIFIED TO REFLECT THE 14, PURSUANT TO THE AUTI	ADMINISTRATIVE CHANCHORITY OF FAR 43.103 (	GES (such as changes in	paying office,		-
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED	INTO PURSUANT TO AUTHO	RITY OF:		er en		
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor is not.	is required to sign this docume	ent and return	copies to th	e issuing office.		
14. DESCRIPTION OF AMENDMENT/MODIFICATION	ON (Organized by UCF secti	on headings, including soli	citation/contract sub	iect matter whe	ere feasible.)	
Return Amendment To: Defense Supply Center Columbus ATTN: DSCC-PBAA (Bid Opening Room B130, B 3990 E. Broad Street, P.O. Box 16653 Columbus,OH 43216-5009	oldg.20)					
NSN: 0000-00-000-0000,						
Previous Opening/Closing Date: 2003 JAN 08 Extended to: 2003 JAN 31 Time: 1:00 p.m. Easter	n Standard Time		·.			
Except as provided herein, all terms and conditions of the	e document referenced in Item	9A or 10A, as heretofore cl	nanged, remains unch	anged and in ft	ıll force and ef	ect.
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITL	E OF CONTRACTI	NG OFFICER	(Type or print	
Sharon J. Rubin						
Sr. Contract Administr	ator					
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES	OF AMERICA		16C. DATE	IGNED
Shoron Iku	- Ilanlaz	BY				
(Signature of person authorized to sign)	1/30/02	(Signatu	re of Contracting Office	r)		

NSN 7540-01-152-9070 PREVIOUS EDITION UNUSABLE

PerFORM (DLA)

STANDARD FORM 30 (HEV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE PAGE			OF PAGE
2. AMENDMENT/MODIFICATION NO. 0092	3. EFFECTIVE DATE	4. REQUISITION/PI	URCHASE REQ. NO.	S. PROJECT	NO. (If app	
ISSUED BY CODE Defence Supply Center Columbus 990 East Broad St	SP0700	7. ADMINISTEREI	) BY (If other than is	<b>291</b> 6) CU	DE	
NAME AND ADDRESS OF CONTRACTOR (A	o., street, city, county, State and	ZIP Code)	00 9A. AMENDA	IENT OF SOL	CITATION	NO.
		٠.		0700-03-R-	4140	
PTI Technologies Inc. CAGE CODE: 05228 S01 Del Norte Blvd.			<del>                                    </del>	(SEE ITEM 11)		
				2002 NOV	01	
Oxnard, CA 93030			10A. MODIFIC	CATION OF C	ONTRACT/	ORDER NO
			108. DATED	(SÉE ITEM 13	)	
ODE	FACILITY CODE					
<u>,                                    </u>	EM ONLY APPLIES TO			-		
The above sumbered solicitation is amended as set for Heror must attanowledge receipt of this amendment prior to	-	• •	2		£	net extended
A. THIS CHANGE ORDER IS ISSUED PURSUANT  B. THE ABOVE NUMBERED CONTRACT/ORDER appropriation date, etc). SET FORTE IN ITEM  C. THIS SUPPLEMENTAL AGREEMENT IS ENTER	IS MODIFIED TO REFLECT THE 124, FURBURNT TO THE AUTHOR	DER NO. AS DESCI GES SET PORTH IN ITEM ADMINISTRATIVE CHAN DRITT OF FAR 43.103	RIBED IN ITEM 14 ARE MADE IN THE	14. LE CONTRACT	OKDER NO.	IN ITEM 10
D. OTHER (Specify type of modification and authoris	<b>W</b>					
IMPORTANT: Contractor is not [	is required to sign this documen	nt and return	copies to th	e isming office.		
L DESCRIPTION OF AMENDMENT/MODIFICA'  Lettury Amendment To: Defense Supply Center Cotumbus ATTN: DBCC-PBAA (Bid Opening Room B130: 3990 E. Brand Street, P.O. Box 16653 Cotumbus, OH 45216-5009  ISN: 0000-80-000-0000.  Previous Opening/Closing Date: 2003 JAN 31 Extended to: 2003 AUG 18 Time: 1:80 p.m. Lan  This amendment is issued to change deliveries on a  Except as provided herein, all terms and conditions of  SA. NAME AND TITLE OF SIGNER (Type or pri	Eldg. 20)  Isra: Standard Time  the NSNs listed on the document referenced in Item  at)	9A or 10A, as heretofore	changed, remains und TLE OF CONTRACT	hanged and in i	full force and	i effect.
SON ACTOROTTEROR	15C. DATE SIGNED 8/15/03	16B. UNITED STATE BY	S OF AMERICA	·	16C. DA	re signed
(Signature of feston authorized to sign) SN 7540-01-152-9070 REVIOUS EDITION UNUSABLE	PenFOR		om a vy sound acting Ciffe.	STANDA Prescribe	RID FORM 3 1 by GSA CFR) 53.243	10 (REV. 10-1

## Reference Number of Document Seing Continued:

PAGE OF PAGES 2

SP0700-03-R-4150-0002

page 3 of 3 of this amendment. Unless otherwise specified on page 3 of this amendment, your proposal will be deemed to offer delivery in accordance with the required schedule. Also this amendment is issue to give official notification that discussions on subject solicitation are hereby concluded. Offerors are now being afforded the opportunity to submit written Final Proposal Revisions (FFR) as required by FAR 15.307(b). The Government intends to make award without obtaining further revisions. However, any delivery schedule must not exceed the Government's required delivery schedule Offers with a revised delivery schedule not clearly within the required delivery schedule may be rejected.

Any revisions to your offer after this date and time will be considered only in accordance with FAR 52.215-1(c)(3) for Late Submissions, Modifications, and Withdrawals of Proposals.

Address/Return FPR to: Defense Supply Center, Columbus

**CONTINUATION SHEET** 

ATTN: DSCC- PBAA (Bid Opening and Abstract Office)

3990 Bast Broad Street

P.O. Box 16653

Columbus, OH 43216-5009 Fax Number 614-692-4275

	Required	
NSNE	Delivery	Proposed Delivery
<b>291000001617</b> B	25	
2910003043427	30	
2910013162611	180	
2910013548174	30	
2910014262338	30	
2940004079408	30	
2940005403619	65	
2940007890651	45	
2940009103066	45	
2940009739690	45	
2940012675454	115	
2840013040737	30	
2940013965422	30	
2940014437331	45	
2940014726928	25	
4330001991611	25	
4330002986907	180	\$1 <sup>1</sup>
4330004430015	30	

## Government Counter Offer - Solicitation SP0700-03-R-4150

			, AV	
2910003644137	\$64.89	83	\$ 64.89	83
2940007024997	\$198.50	Acceptable	\$ 198.50	120
4330000064024	\$35.63	Acceptable	\$ 35.63	120
4330000087367	Acceptable	Acceptable	\$ 294.50	70
4330000089995	\$29.37	108	\$ 23.18	95
4330001072807	withdraw bid		 -	
4330001558240	withdraw bid		 	
4330001848132	Acceptable	123	\$ 1,032.60	123
4330002886907	<b>\$</b> 272.15	Acceptable	\$ 229.00	120
4330003942901	\$48.85	88	\$ 78.30	88
4330004511282	\$364.18	Acceptable	\$ 364.18	90
4330004511283	<b>\$246.93</b>	101	\$ 246.93	101
4330005295154	\$19.15	64	\$ 19.15	64
4330007013451	withdraw bid		 	4224
4330007170423	\$33.40	68	\$ 33.40	68
4330008041541	\$10.35	Acceptable	\$ 10.35	80
4330008054720	\$140.35	160	\$ 140.35	160
4330008440420	\$28.40	64	\$ 28.40	64
4330009174218	\$30.00	75	\$ 30.00	75
4330011438064	<b>\$</b> 516.50	123	\$ 695.80	123

Key

Blue = No change from previous offer.

Black = Considered acceptable on previous offer.

Red = Items changed since previous offer.

----Original Message----

From: Rubin, Sharon [mailto:srubin@ptitechnologies.com]

Sent: Thursday, July 10, 2003 8:41 PM

To: Cotton, Kenneth A (DSCC)

Subject: RE: DSCC Counter Offer-SP0700-03-R-4150

Mr. Cotton,

With regard to Clause I84 please be advised that PTI is the offerer and manufacturer of the following items:

NSN 4330-00-288-6907 - Item Name - Filter Assembly - PTI part number 50223 was designed IAW Mil-F-5504B,

MS2870-12 - the test number is unknown

NSN 4330-00-804-1541 - Item Name - Hydraulic Filter Element - PTI part number 30316-20 was designed IAW Mil-F-5504B - AN6236-3 - the test number is unknown.

Sincerely,

Sharon J. Rubin Sr. Contract Administrator PTI Technologies

ENCL.1